

CLOSED SESSION 7:00 to 7:30
TO CONSIDER ADVICE OF VILLAGE ATTORNEY
RE: LEGAL DISPUT INVOLVING INTERRETATION OF ZONING ORDINANCE

THE VILLAGE OF DEXTER
VILLAGE COUNCIL MEETING
MONDAY February 14, 2005

*******7:30pm*******

Dexter Senior Center, 7720 Dexter Ann Arbor Road

A. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

B. ROLL CALL: President Seta J. Carson P. Cousins S. Keough
 J. Semifero T. Walters D. Fisher

C. APPROVAL OF THE MINUTES

1. Regular Council Meeting Minutes- January 24, 2005 **Page#1-5**

D. PRE-ARRANGED PARTICIPATION:

Pre-arranged participation will be limited to those who notify the Village office before 5 00 p m Tuesday of the week preceding the meeting, stating name, intent and time requirements. (10-minute limit per participant)

None

E. APPROVAL OF AGENDA:

F. PUBLIC HEARINGS & SHOW CAUSE HEARINGS

Action on each public hearing or show cause hearing will be taken immediately following the close of the hearing.

Page#7

1. A RESOLUTION FOR THE PURPOSE OF ESTABLISHING WATER
AND SEWER RATES FOR THE VILLAGE OF DEXTER, MICHIGAN

Action Item L-9

'This meeting is open to all members of the public under Michigan Open Meetings Act.'

www.villageofdexter.org

G. NON-ARRANGED PARTICIPATION:

Non-arranged participation will include those in the audience not listed on the agenda that wish to speak. At the Village President's discretion, members of the audience may be called on to speak at any time. Those addressing the Council will state their name, and address. This section is limited to 5-minutes per participant or 10-minutes for group representatives.

H. COMMUNICATIONS :

1. Dexter Sheriff Substation Staff Information
2. Dexter Area Museum & Dexter Area Historical Society

Page#9-10

I. REPORTS:

1. Community Development Department-Allison Bishop

Page#11-18

2. Board and Commission Reports

3. Subcommittee Reports

4. Village Manager Report

Page#19

5. President's Report

- a.) Presentation request for Harvest Valley
- b.) Gordon Hall
- c.) DDA meeting update from 2-10-05

Page#21-23

J. CONSENT AGENDA

Bills & Payroll will be a standing item under consent agenda. Discussion of the Budget and Financial matters will be covered under the Presidents Report as a standing item. Items under consent agenda are considered routine and will be acted upon in one motion. There will be no separate discussion of these items unless a Council Member so requests, and the item will be removed from Consent and added to the regular agenda at the end of New Business.

1. Consideration of: Bills & Payroll in the amount of:\$43,172.63
2. Consideration of: Request from Lew Kidder, Event Director for the 2005 Dexter-Ann Arbor Run to be held on Sunday, June 5, 2005

Page#25-29

This meeting is open to all members of the public under Michigan Open Meetings Act.

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K. OLD BUSINESS- Consideration and Discussion of:

1. Consideration of:

L. NEW BUSINESS- Consideration and Discussion of:

1. Consideration of: Recommendation for Administration to accept the Teamster Contract effective March 1, 2005 through February 28, 2008
Page#31-34
2. Consideration of: Proposed 2005/06 Budget
Set for Public Hearing 2-28-05
Separate
3. Consideration of: RESOLUTION FOR THE PURPOSE OF ACCEPTING THE BAKER ROAD CORRIDOR PLAN AS A PLANNING DOCUMENT
Page#35
4. Consideration of: Recommendation for Salary and Benefits for the Village Treasurer- Per Ordinance 2001-0827-053, Council is required to determine Salary and Benefits
Page#37-43
5. Consideration of: AN ORDINANCE TO AMEND CHAPTER 2- ADMINISTRATION, ARTICLE III – OFFICERS AND EMPLOYEES OF THE VILLAGE OF DEXTER GENERAL CODE OF ORDINANCES
Page#45-47
6. Consideration of: RESOLUTION FOR THE PURPOSE OF ESTABLISHING POLICY FOR ELECTED CLERK COMPENSATION
Page#49
7. Consideration of: Recommendation to appoint Bob Stacey to the ZBA as an alternate to that Board with term expiring June 2006

8. Consideration of: Recommendation to accept the DDA 2005/06 Budget as approved and adopted by the DDA Board at their regular meeting held on January 13, 2005

Page#51-65

9. Consideration of: RESOLUTION FOR THE PURPOSE OF ESTABLISHING WATER AND SEWER RATES FOR THE VILLAGE OF DEXTER MICHIGAN

Page#67

10. Consideration of: IFE Certificate for Ann Arbor Fabrication
Set for Public Hearing March 28, 2005

Page#69-94

M. COUNCIL COMMENTS

N. NON-ARRANGED PARTICIPATION

Same as item F. Those addressing the Council will state their name, and address. This section is limited to 5-minutes per participant or 10-minutes for group representatives.

O. ADJOURNMENT:

This meeting is open to all members of the public under Michigan Open Meetings Act

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SECRET 2-14-05
C-1

None

G. NON-ARRANGED PARTICIPATION

None

H. COMMUNICATIONS

1. Paul bishop Sidewalk Information Letter 1-14-05.
2. Waste Management 2005 Calendar.
3. WCRC Response on Speed Limit Change 1-10-05
4. Kathi Ganz- e-mail 1-18-05.
5. Donna Dettling Dexter Crossing Plat 1, Drainage System memo 1-24-05.

I. REPORTS

1. Finance Department Update- Marie Sherry
2. Community Development Department- Allison Bishop
Notice of Decision from ZBA Meeting 1-17-05
3. Board and Commission Reports.
4. Subcommittee Reports
Utility committee- Meeting Minutes
5. Village Manager Report
None
6. President's Report
Attended the library task force meeting.
Also, DDA meeting prior Thursday, Budget discussion. Also keeping Busch's
downtown.

Mainstreet Bridge meeting, Village well represented, Scio was not.

J. CONSENT AGENDA

1. Consideration of: Bills & Payroll in the amount of: \$186,649.31
2. Consideration of: Request from Dexter Area Historical Society to place signs in
the R.O.W. in March for their annual fundraiser.
Motion Fisher, support Carson to accept the consent agenda as presented.
Ayes: Walters, Carson, Cousins, Keough, Fisher, Semifero, Seta
Nays: none Motion carries.

K. OLD BUSINESS - Consideration and discussion of:

1. Discussion of: Follow-up information from Jim Valenta, Traffic Engineer
regarding the Light Delay at Dan Hoey & Baker Rd.

Need cost estimates, recommendations.

Donna Dettling and Jim Carson to follow up

2. Consideration of: Recommendation from Planning Commission to approve the Boulder Park Phase 2-Preliminary Site Plan.

Ron Thomas, representing MAVDevelopment presented MAVDevelopment's position regarding the proposed curb cuts.

Motion Semifero, support Carson based on best interest & safety of residents as referenced by ordinances and plans per Trustee Keough's concerns, pg. 68-70 in the packet, to approve the recommendation with the following changes and additions: Deletion of the curb cut in the plan, removal of the curb cut on the adjacent property, Granting of easement across adjacent property through Eaton Ct Only, and preliminary plan for adjacent property.

Ayes: Carson, Cousins, Fisher, Keough, Semifero, Walters, Seta.

Nays: None

Motion carries

L. NEW BUSINESS

- 1 Consideration of: Recommendation to accept the LDFA 05/06 Budget.

Motion Cousins, support Semifero to accept the LDFA Budget as presented

Ayes: Cousins, Fisher, Walters, Carson.

Nays: Keough, Semifero, Seta.

Motion carries.

2. Consideration of: Proposed Water & Sewer Rate Increase.

Set for public hearing 2-14-05.

Motion Semifero, support Walters to set a public hearing regarding proposed water and sewer rate increases for 2-14-05.

Ayes: Keough, Semifero, Walters, Carson, Fisher, Cousins, Seta.

Nays: None.

Motion carries

3. Consideration of: Recommendation from Planning commission to approve a Special Land Use request for the Monument Park Building.

Motion Carson, support Semifero to approve the recommendation from Planning commission
To approve a special Land Use request for the Monument Park building.

Ayes: Semifero, Walters, Fisher, Carson, Cousins, Keough, Seta..

Nays: None

Motion carries.

4. Consideration of: Recommendation from Planning Commission to approve the site plan for the Monument Park building.

Motion Semifero, support Keough to approve the recommendation from Planning
Commission to approve the site plan for the Monument Park Building.

Ayes: Walters, Carson, Cousins, Keough, Fisher, Semifero, Seta..

Nays: none

Motion carries.

5. Consideration of: Recommendation to participate in a County-wide Phase2 Stormwater Permit
Citizen's Advisory Committee

Motion Fisher, support Keough to approve participation in a County-wide Phase 2
Stormwater Permit Citizen's Advisory Committee.

Ayes: Carson, Cousins, Fisher, Keough, Semifero, Walters, Seta..

Nays: none

Motion carries.

P. Cousins to participate, D. Dettling as alternate. J. Carson to attend first meeting

M. COUNCIL COMMENTS

Semifero none Walters none

Cousins Attended workshop road commission, dam removal and cost a concern. timetable, process.
Attended Baker Rd. Coalition
Attended Chamber meeting
Snow removal has been good.

Carson When to take up the sidewalk issue

Fisher Snow removal good.

Keough none

N. NON-ARRANGED PARTICIPATION

Vance Albers of 310 Cambridge Don't like it, looks terrible Re: retention basin Dexter Crossing

Bridget Carr of 410 Cambridge Wants code enforced Re: retention basin Dexter Crossing

Eric Holstrom of 414 Cambridge Has concerns for children Re: retention basin Dexter Crossing
Also property value issues

Ray Tell of 3539 Hudson.

1. Budget meeting was good.
2. Applauds water and sewer rates.
3. Scio Township is remiss in not attending the Mainstreet Bridge meetings.
4. Explains planning commission's position regarding curb cut issues at Boulder park 2.

CLOSED SESSION-LABOR NEGOTIATIONS

Motion Carson, support Fisher to go into closed session for the purpose of discussing the Village employee Union contract negotiations at 10:41.

Ayes: Cousins, Fisher, Keough, Semifero, Walters, Carson, Seta

Nays: none

Motion carries.

Motion Fisher, support Semifero to come out of closed session at 11:04.

Ayes: Keough, Semifero, Walters, Carson, Fisher, Cousins, Seta.

Nays: none

Motion carries

O. ADJOURNMENT:

Motion Keough, support Semifero to adjourn at 11:05

Motion carries unanimously.

Respectfully submitted,

David F. Boyle, Village Clerk

Approved: _____

AGENDA 2-14-05
F-1

NOTICE OF PUBLIC HEARING

Notice is hereby given that the Dexter Village Council will hold a public hearing Monday, February 14, 2005 at 7:30 p.m. at the Dexter Senior Center – 7720 Dexter-Ann Arbor Street, Dexter, Michigan for the purpose of hearing public comment regarding a proposed Water and Sewer Rate increase

<u>Water Rates</u>	<u>Current Rates</u>	<u>Proposed Rates</u>
Ready To Serve Monthly Fee	\$5.15	\$5.30
First Meter Per 1,000 Gallons	\$2.17	\$2.39
Second Meter Per 1,000 Gallons	\$2.91	\$3.20
Out-side Village Service Area Per 1,000 gallons	\$3.17	\$3.39

<u>Sewer Rates</u>	<u>Current Rates</u>	<u>Proposed Rates</u>
Ready to Serve Monthly Fee	\$3.00	\$5.00
Minimum Charge First 1,000 Gallons	\$8.36	\$10.90
Per 1,000 Gallons	\$5.36	\$5.90
Out-side Village Per 1,000 gallons	\$6.36	\$6.90
Per 1,000 Gallons for NE Sewer Debt Surcharge	\$0.25	\$0.25

<u>Other Charges and Penalties</u>	<u>Current Rates</u>	<u>Proposed Change</u>
Penalties on Late Charges	5%	5% Cumulative
Turn-on and Turn-off Charges	\$25	\$25
Meter Calibration Charge	\$25	\$25
Water Only Meter 1 inch	\$175	\$175

A copy of the proposed resolution is available at the Dexter Village Office is located at 8123 Main Street, Dexter MI.

Donna Dettling
Village Manager
Dexter, MI 48130

LEGENDA 2.14.05
H-1

DEXTER STATION STAFF INFORMATION
Dexter Village--Webster Township--Dexter Township
February-05

EMERGENCY: 911

Non Emergency Central Dispatch (734) 973-4911

Dexter Station: (734) 426-0228 or 426-3861 Dexter Station Fax: (734) 426-7742 Sergeant Office (734) 424-0587

Deputy	Assignment	Days Off	Voice Mail	E-Mail
Sergeant Brian Filipiak	Station Sergeant--7a-3p	Sun/Mon	(734) 424-0587	filipiab@ewashtenaw.org
Corporal Rick Boham	Village COPS Officer--8a-4p	Sat/Sun	(734) 971-8400 #67116	boharr@ewashtenaw.org
Deputy Kevin Hause	Webster Township COPS--varies	Sat/Sun	(734) 971-8400 #67172	hausek@ewashtenaw.org
Corporal Mark Mesko	Dexter Township--8a-4p	Sat/Sun	(734) 971-8400 #67229	meskom@ewashtenaw.org
Deputy Paul Shaffer	Pool Deputy--12mid-8a	Mon/Tue	(734) 971-8400 #67351	shafferh@ewashtenaw.org
Deputy Bob Sumner	Pool Deputy--4p-12mid	Tue/Wed	(734) 971-8400 #67024	sumner@ewashtenaw.org
Corporal Connie LeVanseler	Pool Deputy--8a-4p	Thr/Fri	(734) 971-8400 #67219	levansec@ewashtenaw.org
Deputy Marcus Kirby	Pool Deputy--Mid-8a	Sat/Sun	(734) 971-8400 #67289	kirbym@ewashtenaw.org
Deputy Ron Blackwell	Pool Deputy--12mid-8a	Sat/Sun	(734) 971-8400 #67466	blackwer@ewashtenaw.org
Corporal Paul Mobbs	Dexter Schools--varies	Sat/Sun	(734) 971-8400 #67234	mobbsp@ewashtenaw.org

January 2005

DEXTER AREA MUSEUM & DEXTER AREA HISTORICAL SOCIETY

Please contact the following for information or in case of emergency:

Dexter Area Museum	426-2519	3443 Inverness
Co-Director:		
Nina Rackham	426-2494	9611 Fleming Rd.
Alice Pastalan	426-3352	8143 W. Huron River Drive
Treasurer :		
Lucinda Henes	426-0973	3374 Central St.
Secretary:		
Harold Samuelson	426-8298	2025 Baker Road
Nancy Walker	426-4878	7901 Ann Arbor St.
Genealogist:		
Nancy Van Blaricum	426-3341	9880 Island Lake Rd.
Curator:		
Mary Kimmel	426-0953	3290 Central St.

Dexter Area Historical Society

President:		
Gilbert Campbell	426-4286	8375 Dexter-Chelsea Rd.
Vice-President:		
Bene' Fusilier	426-8972	9200 Dexter-Chelsea Rd.
Treasurer:		
Lucinda Henes	426-0973	3374 Central St.
Secretary:		
Sharon Wheeler	878-3530	11205 Toma Rd, Pinckney

Other support personnel:

Pioneer Arts Fair chr.:		
Virginia Ryan	426-8846	8280 Thurston Rd, Pinckney
Heritage Guild Pres.:	426-4878	7901 Ann Arbor St.

copies to: Dexter Village Office
Dexter Fire Department
Dexter Sheriff's office

VILLAGE OF DEXTER – Community Development Office

8140 Main Street, Dexter, Michigan 48130-1092 Phone (734) 426-8303 ext 15 Fax (734) 426-5614

Memorandum

CECIDA 2-14-05
ITEM I-1

To: Village Council
Donna Dettling
From: Allison Bishop
Re: Report
Date: February 14, 2005

Planning Commission Decisions

1. Dexter Plaza Preliminary Site Plan – The Planning Commission moved to postpone the Dexter Plaza Site Plan after reviewing the new concept provided by the applicant at the February Planning Commission meeting. The applicant has indicated that they will analyze the traffic at the site and provide justification as to why one of the buildings cannot be placed against the road and the parking shifted to the rear of the site. The Planning Commission provided the applicant with many comments regarding the plan and the applicant anticipates resubmitting for the April Planning Commission meeting.
2. Baker Road Corridor Plan – The Planning Commission moved to approve a resolution supporting the use of the Baker Road Corridor plan as a planning document. The resolution is on the Village Council's agenda for consideration on 2-14-05. The Baker Road Corridor plan will be a supplement to the Master Plan and be used to guide development within the Baker Road Corridor.
3. Master Plan – The Planning Commission has set a public hearing for the Master Plan on March 7, 2005 at 7:30 pm to allow the public to comment on the Master Plan update.

2005-2006 Emerald Ash Borer (EAB) Tree Planting Grant – The Michigan Department of Natural Resources is again offering funding for the removal and replacement of Ash Trees. Application for the funding will be made this month. Reimbursement for the 2004-2005 EAB grant will also be completed this month. The total fall tree planting removed, and replaced, 64 ash trees. The tree inventory, which is 2/3 complete, has identified an additional 102 ash trees within the village. 70 of the ash trees are over four inches in diameter, and will be more costly to remove than the 64 ash tree removed last fall. Plans for the removal of ash trees identified last year are currently underway. The spring 2005 tree planting will take place in April.

Permit to Move a Building/Moving Ordinance – The Village of Dexter does not currently have an ordinance or permit to move structures within the village. In an effort to protect the village's infrastructure if a request to move a building is made, the included ordinance and application have been drafted. The City of Dearborn's ordinance and permit were used as a template and adjusted to meet the needs of the Village of Dexter. Permit fees from Manchester, Northville, Plymouth and Dearborn were evaluated and are recommended on the included example permit and ordinance. The ordinance and permit are being provided to

allow the Council to review the information and contact the Community Development Office with questions prior to the ordinance being placed on the agenda for action.

Engineering Standards – Over the past year OHM and staff have been working on updating the Engineering Standards. The update is now complete and includes, but is not limited to the following updates:

- Special storm water castings now required
- As-built review procedure added
- Fees and insurance reviewed
- Stormwater management strategies evaluated
- Updated forms / applications
- Pre-construction meeting checklist added
- Placement and timing of street signs added
- Construction hours added
- Current specifications for pavement, concrete and PVC pipe
- Standard thread pattern for fire hydrants
- New construction materials including restrained joints, Kor-n-Seal Boot, Infrashield and field-lok gaskets
- Current construction techniques, mandrel sanitary sewer testing
- AWWA standards for driveways
- Detail notes and sheets were updated

Please contact the Community Development Office if you are interested in reviewing a copy of the engineering standards. A request for action on the engineering standards will be made at the February 28, 2005 meeting.

Fee Schedule – The Village's current fee schedule (2002) is in the process of being reviewed. Recommended updates to the fee schedule will be presented to the Village Council at the February 28, 2005 meeting.

Dexter Commerce Center Phase 3 – As a condition of the approval of the Dexter Commerce center, the Village Council required the developer to construct a sidewalk to connect Cornerstone School and the Dexter Commerce. It was subsequently realized that easements were needed to permit the developer to construct the sidewalk. The easements have now been drafted and the property owners have been contacted to sign off on the easements. The developer will likely construct the sidewalk in the spring.

Please contact me prior to the meeting with questions or concerns

Thank you,

CHAPTER ____ BUILDING CODE

ARTICLE I. In General

Section ____-1 Unlawful to move buildings without permit. It shall be unlawful to move a building in the village from its foundation to some other location either within or outside of the village, unless approval has been obtained from the Department of Public Services (DPS) Superintendent; provided however, that the in case of used houses or structures shall not be moved into the village with the intention of being temporarily or permanently located therein, unless and until a permit to do so is first obtained from the village council.

Section ____-2 Permits to Move Buildings. Except as otherwise provided in this code, any building in a good condition may be moved from one location to another after a permit has been obtained from the Village of Dexter Department of Public Services Superintendent (DPS) and after payment of the prescribed fee therefore had been made. Such building may be moved upon the public streets when a permit has been obtained from the Village of Dexter DPS approving moving such a building through any such public streets, alleys or other public property.

Section ____-3 Approval of Application. Before a permit shall be issued by the Department of Public Services for the moving of any building or structure through and upon any public street, alley or other public property in the village, the application therefore must be approved by the Fire Chief, the Washtenaw County Building Department Building Inspector, and the Village Manager.

Section ____-4 Permits to move buildings.

(a) The permit fees for moving a building or structure from its location on a parcel of land to some other location with or without passing over or going upon a public street or right-of-way shall be as follows:

- (1) Structure moved one-fourth (1/4) mile or under.....\$150.00
- (2) Over one-fourth (1/4) mile\$150.00, plus per additional one-fourth mile.....\$50.00

(b) Prior to the issuance of a moving permit by the Department of Public Services (DPS), approval of the date, time schedule, route, and destination must be obtained from the Fire Department, Sheriffs Department, all affected utility departments, and the zoning office. A cash deposit of \$15,000 must be paid to the Village of Dexter as a cash bond to cover any damage to public property and/or infrastructure on or along such route incurred as a result of moving operations.

BUILDING MOVING PERMIT

A Moving Permit is required for moving a building or structure from its location on a parcel of land to some other location with or without passing over or going upon a public street or right-of-way.

In addition to your application, the following is also required:

- ___ A \$15,000 deposit must be paid to the Department of Public Services as a cash bond to cover any damage to public property on or along proposed route incurred as a result of moving operations.
- ___ Village Council approval is required for moving buildings into the Village.
- ___ Deed or other evidence of ownership may be required before a permit will be issued.
- ___ Zoning Approval must be obtained prior to relocating the structure.
- ___ Water and Sewer taps must be obtained prior to relocating the structure.

Separate applications are required for separate premises

The following inspections are required for a Moving Permit:

Department of Public Services –

- 1) All water and sewer are shut off
- 2) Site barricaded prior to start of work
- 3) Debris removed from entire site following move
- 4) Final inspection land restored

A Plumbing Permit and a Sewer Permit may also be required to complete your project.

Village of Dexter
Department of Public Services
8140 Main Street
Dexter MI 48130
734-426-4572

BUILDING MOVING PERMIT APPLICATION

LOCATION AND DESCRIPTION OF LOT:

Address _____

Lot No. _____ Subdivision _____

BUILDINGS TO BE MOVED:

Number of buildings to be moved: _____

Buildings used as: _____

If dwelling, number of dwelling units: _____

Buildings constructed of/year: _____

DATE TO BE MOVED:

TIME SCHEDULE:

ROUTE:

DESTINATION:

PROTECTION (separate permit required):

Where is the required protection to be?

State Kind (fence, barricade, bridge, ...) and location of the protection:

CONTRACTOR:

Contractor:

Address:

Phone Number:

Village of Dexter/Washtenaw County Registration No.

PROPERTY OWNER INFORMATION/AFFIDAVIT:

I do hereby certify that I am the owner of the property herein described and that I have given the applicant herein named permission to perform the work described in this application:

Name of Property Owner

Address

Phone Number

Driver's License or State Identification Number

Date of Birth ____/____/____

Signature of Property Owner

APPLICANT INFORMATION/AFFIDAVIT:

Application is hereby made for a permit to perform work as described in this application and the accompanying drawings, which are a part of this application. The acceptance of the permit shall constitute an agreement to abide by all codes and ordinances enforced by the Village of Dexter.

Name _____

Address _____

Phone Number _____

Driver's License or State Identification Number _____

Date of Birth ____/____/____

Signature of Applicant _____

Subscribed and sworn to before me this _____ day of _____, 200__

Notary Public, Washtenaw County, Michigan

My commission expires _____

FOR OFFICE USE ONLY

___ Application complete
___ 3 Copies of Drawings submitted

Staff Initials _____

Permit Number _____
Date Submitted _____

Plan Reviewer _____
Date Approved _____

Distance Traveled _____
Permit Fee _____
Penalty Fee _____
Plan Examination Fee _____

TOTAL AMOUNT DUE _____

Public Services Approval/Date _____
Utility (Electric/Gas) Approval/Date _____
Sheriffs Department Approval/Date _____
Engineering Approval/Date _____
Fire Department Approval/Date _____
Zoning Approval/Date _____
Washtenaw Bldg. Dept Approval/Date _____

Jim Kosteva
Director of Community Relations
jkosteva@umich.edu
734-763-5554

Do you Yahoo!?
Yahoo! Search presents - Jib Jab's 'Second Term'

VILLAGE OF DEXTER

8140 Main Street Dexter, MI 48130-1092

ddettling@villageofdexter.org

Phone (734)426-8303

Fax (734)426-5614

MEMO

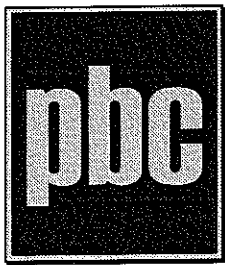
To: President Seta and Council Members
From: Donna Dettling, Village Manager
Date: February 14, 2005
Re: VM Report

AGENDA 2-14-05
ITEM I-4

1. Update on Dexter Crossing Drainage System Village Staff and Engineers met with Blackhawk Development on Thursday, February 10, 2005 to discuss progress toward acceptable resolution of Detention Pond II issues. The items requested in the January 4th letter from OHM to Midwestern Consulting are still being complied and analyzed. The water in the pond at the Condo site must be pumped down to complete the investigation and do the necessary drainage analysis. It is anticipated that this will be completed in March (weather dependent) and verification of the data will be conducted by the Village and the Drain Commission. Construction options for drainage improvements will be evaluated and approved by the village and the Drain Commission with construction of the approved plan to begin in the Spring. Additional updates will be provided, as information is available.

Several other items briefly discussed during the meeting:

- Update on outstanding issues from the 12 2004 punch list.
- As built, recorded easements, and dedication of Phase 1-5
- Outlet structure modifications
- Appearance of pond and original landscape plan for the basin
- Temporary sidewalk issues for damaged areas



PETERS BUILDING CO.

172 S. INDUSTRIAL DRIVE • PO BOX 577
SALINE, MICHIGAN 48176
www.petersbuilding.com

2-14-05

I-5 a.

(734) 429-4200

FAX: (734) 429-2678

RESIDENTIAL • COMMERCIAL • DEVELOPMENT

February 1, 2005

Mr. James Seta
President
Village of Dexter
8140 Main Street
Dexter, MI 48130

RE: PRESENTATION REQUEST FOR HARVEST VALLEY

Dear Mr. Seta;

Peters Building Co. through a related company, Dexter Development, L.L.C., is the owner or has options to purchase approximately 408 acres of vacant land adjacent to the southern border of the Village of Dexter. As you and the Village Council are aware, our company is preparing a development concept for this property called Harvest Valley. This concept involves several uses that include neighborhood commercial, neighborhood office, extension of the industrial park, retirement – senior living, condominiums and single family residential. We envision this concept will provide a variety of business and residential housing opportunities that are needed for a vibrant community, while balancing the concerns and requirements of the Village and the valuable natural features of the site.

I would like an opportunity to present the concept of Harvest Valley to the Village Council at their earliest possible convenience. In addition, if the Village Council would like to include any of the various boards, commissions or councils that would have an interest in the presentation, I think it would be a great thing to do. Please feel free to propose a date, time and place that would be the most convenient for everyone involved.

I look forward to speaking to you soon to set a date, time and place for the presentation. Thank you for your time and consideration.

Sincerely,

James G. Haeussler
President

Donna Eureste

From: Jim Seta [jwseta@yahoo.com]
Sent: Tuesday, February 08, 2005 6:30 PM
To: Jim Kosteva
Cc: Donna Eureste
Subject: Re: Gordon Hall

RECEIVED 2-14-05
ITEM I-5 b.

Mr. Kosteva,

Thank you very much for your proactive approach in discussing the potential sale of Gordon Hall. As you know the Village of Dexter is very interested in Gordon Hall due to its historic nature and the proximity to the Village.

I would like to discuss some options with you before the potential of listing this property on the open market. Also, I would like to better understand what the University's position is on what the final acceptance criteria will be for the winning bid.

Thank you once again for the communication and I look forward to working with you on this project.

Kind Regards,

Jim Seta
President, Village of Dexter

734-424-1512 home
734-276-0328 cell

Jim Kosteva <jkosteva@umich.edu> wrote:

The timing of the anticipated Ann Arbor News article (Thurs or Friday?) happened to coincide with some recent internal conversations (and conversations I've had with Mark) about reviving our interest in disposing of Gordon Hall and surrounding acreage.

The result of those conversations is that we expect to schedule a meeting with you in the next 4-8 weeks where I would outline the University's expected approach in advertising and soliciting bids for the property. It is our intention to provide the Dexter community with notification of this approach in the hope that it provides you ample opportunity to package and put forth an offer should you desire.

I've already spoken with Paul Bishop and told him to expect the meeting. I would appreciate hearing your recommendations regarding others that should be included in this initial conversation.

jim

--

2/9/2005

AGENDA 2-14-05

ITEM J-1

SUMMARY OF BILLS AND PAYROLL

14-Feb-05

Payroll Check Register	01/25/05	\$11,708.56
Payroll Check Register	02/01/05	\$22,490.09
Payroll Check Register	02/08/05	\$8,973.98
		\$43,172.63 GROSS PAYROLL TOTAL

Account Payable Check Register	02/28/05	\$0.00	ACCOUNTS PAYABLE TOTAL NEXT BILLS AND PAYROLL
Invoices that could not wait	01/11/05	\$0.00	

\$43,172.63 TOTAL BILLS & PAYROLL EXPENDED ALL FUNDS

Summary Items from Bills & Payroll	Amount	Comments
------------------------------------	--------	----------

Accounts Payable will be processed 1-24-05 and 2-28-05, we are evaluating a process change for AP to a monthly calendar instead of a bi-weekly.

ALL PAYABLES ARE WITHIN ACCEPTABLE BUDGET LIMITS
DETAIL VENDOR LIST AND ACCOUNT SUMMARY PROVIDED

"This is the summary report that will be provided with each packet. Approval of the total bills and payroll expended, all funds will be necessary."

AGENDA 2-14-05

ITEM J-2

2005 Dexter-Ann Arbor Run

**Lew Kidder, Event Director
1768 Kestrel Way
Ann Arbor, MI 48103**

To: Dexter Village Council
Village of Dexter
Dexter, MI 48130

From: Lew Kidder

Re: 2005 Dexter-Ann Arbor Run

Dear Council Members:

Please consider this memo as our specific request for approval of the portion of the 2004 Dexter-Ann Arbor Run that occurs within the Village of Dexter. The details are as follows:

WHAT: 32nd Annual Dexter-Ann Arbor Run.

DATE: Sunday, June 5, 2005

TIME: Race start is 8:20 a.m. Road closures detailed in Note #1 below.

START: Creekside Middle School (Old Dexter High School) on Baker Road.

ROUTE: Identical to last several years. See attached map.

ORGANIZER: Ann Arbor Track Club

CONTACT: Lew Kidder. See above for contact details.

INSURANCE: Furnished by organizer. Identical to last several years.

NOTE #1. The race will start promptly at 8:20 a.m. As always roads will need to be closed for the passage of the runners, but all closures will be kept to the minimum amount of time in order to minimize any inconvenience to local residents. Officers from the Washtenaw County Sheriff's Department will handle the key intersections. Estimated closure periods are as follows:

Phone: 734-662-1000

Fax: 734-662-3388

E-mail: lew.kidder@cooltri.com

Baker, Hudson south to Dongara: 8:05 – 8:25.
Shields, Baker west to Parker: 8:15 – 8:30.
Parker, Shields north to Dexter-Chelsea: 8:20 – 8:38
Dexter-Chelsea, Parker to Island Lake: 8:25 – 8:45
Island Lake/Ann Arbor St., Dexter-Chelsea to Central: 8:28 – 8:50
Central, Ann Arbor St. to Huron River Drive: 8:28 – 8:58

NOTE: #2: There are five churches located in and near the Village of Dexter. Organizers personally reviewed raced plans for during the past three years with key officials from each of the institutions and obtained consent from each. In the days just prior to the event, organizers again contacted the churches to make sure everyone was fully aware of what was about to happen. And in the days immediately after the race, organizers followed up with each church to make sure everything went smoothly. The consensus was that it did.

Organizers propose the same plan of action for 2005. The five churches are as follows:

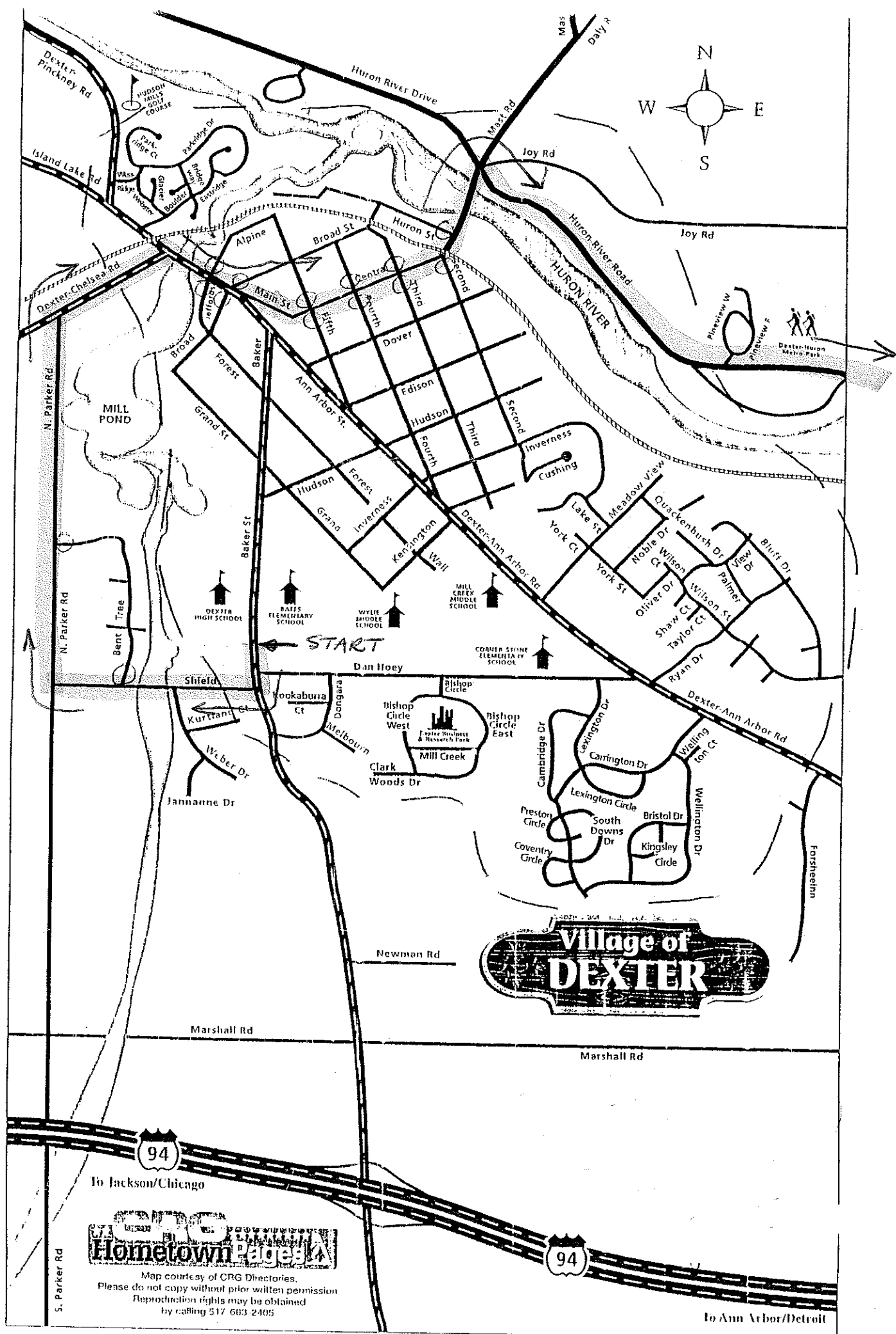
1. St. Andrew's United Church of Christ, 7610 Ann Arbor St., Pastor Gary Kwiatek. Services at 9:00 and 10:15 a.m.
2. St. Joseph Catholic Church, 343- Dover St., Father Brendan Walsh. Services at 8:00, 10:00, and noon.
3. St. James Episcopal Church, 3279 Broad St., Father David Horning. Services at 8:00 and 10:00.
4. Dexter United Methodist Church, 7643 Huron River Drive, Pastor William Donahue. Services at 8:30 and 11:00.
5. Dexter Gospel Baptist Church, Baker Road, south of Shields. Pastor John O'Dell. Sunday school at 9:30, regular services at 10:30.

Thanks again for your help with this project.

Best Regards,

A handwritten signature in black ink, appearing to read "Lew Kidder", written in a cursive style.

Lew Kidder



START



Map courtesy of CRG Directories.
Please do not copy without prior written permission.
Reproduction rights may be obtained
by calling 517 683 2405

94

94

To Jackson/Chicago

To Ann Arbor/Detroit

VILLAGE OF DEXTER

8140 Main Street Dexter, MI 48130-1092

deureste@villageofdexter.org

Phone (734)426-8303

Fax (734)426-5614

MEMO

To: President Seta and Council
From: Donna Dettling, Village Manager
Date: February 14, 2005
Re: Teamsters 214 Contract-Effective March 1, 2005

RECEIVED
FEB 14 2005
L - 1

Attached is the summary of agreed upon changes for the Teamsters Contract effective March 1, 2005. The final draft of the actual contract will be available Monday night. We are finalizing several wording changes that better clarify the intent of the agreed upon changes.

If you have questions or concerns, please contact me prior to the meeting, if possible.

Thanks,

Tentative Contract Agreement Language

Between
Teamsters Local 214
-and-
Village of Dexter

Presented January 28, 2005

Tentative Agreement
p-28-05

[Signature]

Teamsters 214

Dan Schaff

Kevin Augustin

Donna Dettling

1. MISCELLANEOUS

All regular employees covered by this agreement shall be paid every two (2) weeks.

2. WAGE TABLES:

Effective March 1, 2005: 3% increase across the board
Effective March 1, 2006: 3% increase across the board
Effective March 1, 2007: 3% increase across the board

4. ARTICLE 33 LONGEVITY

Longevity shall be paid annually with the first paycheck in December. Longevity shall be calculated using base pay and overtime only. Any employee hired after March 1, 2005 shall not be eligible for longevity.

5. ARTICLE 34 MEDICAL COVERAGES

Eligibility, coverage and benefits under the insurance/employee benefit plans, including medical, dental and life insurance are subject to availability of such plans and coverage and the terms and conditions, including any waiting period or other time limits, contained in contracts between the Village and the carrier/provider. The Village shall reserve the right to select the carrier/provider, to change carriers/providers, and to become self-insured, provided substantially equivalent coverage is maintained. The Village shall be entitled to receive any dividends, refunds, or rebates earned without condition or limit of any kind. It is further agreed that the only liability assumed by the Village under this Article is to pay the premiums as provided herein. No matter contained in this Article, except failure to pay premiums, shall be submitted to the Grievance Procedure or arbitration.

For the duration of this Agreement, and subject to the provisions below, The Employee shall pay the following Co-pays for services:

A \$10 physician office visit co-pay.

- Personal Time 2 hours per Mo not to exceed 24 hours

- Wednesday Pay Day

- Includes new to contract

A prescription co-pay of \$10 for ~~generic~~ prescription drugs, \$40 for name brand ~~prescription drugs~~.

Any employee choosing not to enroll in the medical plan shall be compensated at a rate equal to sixty percent (60%) of the actual value of medical coverage for a single person. Compensation will be made on the first pay period in December. The maximum payout shall not exceed \$3,000

6. **ARTICLE 35.** Change Standby stipend to \$100 per week.

7. **ARTICLE 37 PENSION & RETIREE HEALTH BENEFITS**

For Employees hired before March 1, 2005, the Employer will provide the following pension benefits: MERS benefit B-3, with four percent (4%) member contribution, ten (10) year vesting and three (3) year final average compensation, and full retirement at age fifty-five (55) years with twenty five (25) years of service.

The Village reserves the right to establish and offer a voluntary defined contribution program as an alternative to the MERS defined benefit plan. For any employee choosing the defined contribution plan, the Village shall contribute eight percent (8%) of an employees base salary to a defined contribution program. Employees electing the defined contribution program understand that they are no longer enrolled in the defined benefit plan.

For Employees hired after March 1, 2005, the Village will contribute up to 8% toward the MERS defined benefit retirement program, with the employee contributing any/all amounts in excess of 8%.

Employees hired after 3/1/05 and retiring with 20 or more years of service with the Village of Dexter shall receive any and all medical, dental, prescription and optical insurance benefits received by an active member of the bargaining unit. Employees hired after 3/1/05 with less than 20 years of service with the Village of Dexter shall not be entitled to any insurance benefits through the Village upon retirement.

In all cases, eligible insurance benefits, as stated above, will not commence until the employee begins and continues to receive retirement benefits through the Municipal Employees' Retirement System or ICMA Retirement Trust. Said insurances will be supplemental to Medicare and will be coordinated with benefits received through other sources.

Benefits for retirees and/or spouses shall change as benefits change for active employees.

8. The Village reserves the right to make additional proposals, amend these proposals and/or counter-proposals up to the time the parties ratify a new Agreement.

202NDA 2-14-05

**VILLAGE OF DEXTER
WASHTENAW COUNTY, MICHIGAN
RESOLUTION FOR THE PURPOSE OF ACCEPTING THE BAKER ROAD
CORRIDOR PLAN AS A PLANNING DOCUMENT**

WHEREAS, the location of the corridor and its impact on both communities provides a unique opportunity for a joint planning effort between the Village of Dexter and Scio Township;

WHEREAS, the Dexter Planning Commission and the Scio Township Planning Commission have jointly studied the Baker Road Corridor from Dan Hoey Road to Jackson Avenue within Scio Township; and

WHEREAS, the Dexter Planning Commission and the Scio Township Planning Commission realize the current development pressures along the corridor, and specifically the "Sloan Farm" property and the I-94 interchange have prompted a careful review of the corridor;

WHEREAS, the Dexter Village and Scio Township Planning Commissions have conducted numerous public visioning sessions and work sessions to plan for the future of the Baker Road Corridor; and

WHEREAS, the Planning Commissions conducted and evaluated background studies on the Natural Features, Transportation, Water and Sewer District Expansion, Future Land Use Maps, and Zoning Districts, the Baker Road Corridor Plan establishes goals and objectives for potential future development within the corridor;

WHEREAS, the Dexter Planning Commission and the Village Council desire to use the Baker Road Corridor Plan as a planning document in the village and for the Baker Road Corridor Plan to be incorporated into the Village's Master Plan; and

BE IT THEREFORE RESOLVED, that the Village of Dexter Village Council accepts the Baker Road Corridor Plan as a planning document to help guide development within the corridor and for the Baker Road Corridor Plan to be incorporated into the Village Master Plan, where applicable.

MOVED BY: _____ SUPPORTED BY: _____

YEAS: _____

NAYS: _____

ABSENT: _____

RESOLUTION DECLARED ADOPTED THIS _____ DAY OF _____, 2005.

Jim Seta, Village President

CERTIFIED BY:

David Boyle, Village Clerk

VILLAGE OF DEXTER

8140 Main Street Dexter, MI 48130-1092

deureste@villageofdexter.org

Phone (734)426-8303

Fax (734)426-5614

MEMO

To: President Seta and Council
From: Donna Dettling, Village Manager
Date: February 14, 2005
Re: Village Treasurer- Salary and Benefits

RECEIVED 2-14-05
ITEM L-4

Attached is the evaluation and employment agreement for the Treasurer position, which includes a recommendation for an annual adjustment. Per the ordinance to provide for the appointment of Village Treasurer, section 4- Compensation and Status: "The village treasurer shall be a full-time salaried position (exempt from federal labor laws applicable to hourly employees) and shall be provided salary and benefits as determined by the village council."

A motion accepting the recommendation to enter into the employment agreement with Marie Sherry dated February 15, 2005 is requested.

If you have questions or concerns with this recommendation for an annual adjustment for the Village Treasurer, please contact me prior to the meeting, if possible.

Thanks,

VILLAGE OF DEXTER-ANNUAL EVALUATION-DECEMBER 17, 2004
MARIE SHERRY, TREASURER/FINANCE OFFICER

The attached evaluation worksheet will be scored with the following rating scale:

<u>Rating</u>	<u>Explanation</u>
1	Unacceptable
2	Acceptable
3	Completely Acceptable
4	Completely Acceptable- Superior
5	Distinctly Superior

Definitions:

- 1 Unacceptable- Consistently fails to meet expectations for all areas of responsibility, immediate improvement is essential.
- 2 Acceptable – Just meets minimum requirements in areas of responsibility, needs improvement.
- 3 Completely Acceptable- Competent performance, regularly meets expectations in all areas of responsibility.
- 4 Completely Acceptable- Superior, Significant results obtained in position related responsibilities; self-motivated actions require little input from Council
- 5 Distinctly Superior- Consistently achieves decisive results well in excess of expectations in all areas of responsibility.

Comments: Took over payroll duties when Jan retired, and successfully implemented cost saving and time saving measures. Successfully completed the personal property tax collection of delinquent taxes. Secured performance bids from auditors and contracted with an auditor to aid with implementation of GASB34. Closing monthly transactions into GL within 45 days of month closed. Completed 3 newsletters. Successfully working with the Financial Model to aid in budgeting and forecasting across all funds. Worked with Finance Committee to develop new and improved CIP documentation.

Performance Objectives 2005:

- 1) Develop a procedure to change the fiscal year to July 1st
- 2) Support successful execution of the 2005/06 budget to come in at or below projected budget on expense side
- 3) Fully implement the GASB34 requirements
- 4) Develop process to handle the Utility revenue transition when we change to a bi-monthly billing cycle
- 5) Develop Debt Reduction Policy
- 6) Develop Investment Portfolio

Recommended increase effective December 17, 2004 Attach evaluation documents to employment agreement.

1.9% CPI + 3.42% Merit Evaluation + one time adjustment for MERS contribution change 1.2% = 6.52%

Jim Seta, Village President Date

Donna Dettling, Village Manager Date

VILLAGE OF DEXTER- ANNUAL EVALUATION-December 2004
MARIE SHERRY, TREASURER

1. RELATIONSHIP WITH VILLAGE MANAGER:

- 4 Keeps Manager informed of municipal activities, progress and problems.
- 4 Is receptive to Managers ideas and suggestions.
- 3 Makes sound recommendations for Manager and Council action.
- 3 Facilitates the decisions-making process for the Manager & Council.
- 4 Accepts Manager criticism as constructive suggestions for improvement.
- 3 Gives constructive criticism in a friendly, firm and positive way.
- 4 Follows-up on all problems and issues brought to attention.

3.57

2. RELATIONSHIP WITH STAFF:

- 3 Exhibits a positive relationship with the Village staff.
- Works cooperatively with the Village staff, addresses mutual priorities, concerns and communications those issues to the Council, as necessary.
- 3 Provides adequate administrative information to the Village staff to assure their knowledge of Village financial activities.
- 3 Assures Village staff involvement, instruction in the Village financial activities.

3.00

3. MANAGEMENT SKILLS AND ABILITIES:

- 4 Maintains smooth-running administrative office.
- 3 Prepares all necessary reports and keeps accurate records.
- 4 Speaks and writes clearly.
- 3 Proposes Village goals and objectives prior to each fiscal year.
- 3 Plans well in advance.
- 4 Is progressive in attitude and action.
- 3 Adequately follows through on established plans and meets deadlines.
- 5 Is supportive of continuing education for self and staff.
- 5 Follows the ordinances and policies of the village.

3.78

4. SERVICE TO PUBLIC:

- 5 Understands and stays current with the needs of the people served.
- 5 Accepts criticism from the people served and responds appropriately.

5.00

5. FINANCIAL KNOWLEDGE:

- 4 Displays common sense and good judgment in business transactions.
- 3 Adequately uses resources to accomplish job duties.
- 4 Provides appropriate and timely financial records to the Manager & Council.

3.67

6. PERSONAL AND PROFESSIONAL ATTRIBUTES:

- 3 Projects professional demeanor.

4.00

7. COMMUNITY AND PUBLIC RELATIONS:

- 4 Represents the Village of Dexter in a positive and professional manner.
- 4 Takes an active part in promoting the Village to the public.
- 5 Interacts with and participates in appropriate local, State, and National organizations, which facilitate the best interests of the Village.

4.33

8. EFFECTIVE LEADERSHIP OF STAFF:

- 3 Aides in the hiring and maintenance of competent staff members.
- 3 Encourages staff development.
- 5 Follows personnel policies and contracts closely.
- 4 Maintains high productivity.
- 3 Appropriately delegates authority and empowers staff.
- 3 Maintains a "team approach" to overall Village management.

3.50

17.00

10.35

3.42 AVERAGE SCORE TO BE APPLIED AS A % MERIT INCREASE

**EMPLOYMENT AGREEMENT
VILLAGE TREASURER/FINANCE DIRECTOR
VILLAGE OF DEXTER**

This is an employment agreement, made and entered into this 15th Day of February, 2005 by and between the Village of Dexter, State of Michigan, and Marie A. Sherry

WHEREAS, It is the desire of the employer to employ Sherry as Finance Officer/Village Treasurer of the Village of Dexter, subject to the terms and conditions herein provided; and

WHEREAS, Sherry desires to accept employment as Finance Officer/Village Treasurer of the Village of Dexter subject to the terms and conditions herein provided;

NOW THEREFORE: inconsideration of the mutual covenants herein contained, the parties agree as follows:

SECTION 1 DUTIES

Ms. Sherry agrees to provide service to the Village of Dexter in the manner and according to the duties and responsibilities prescribed for the Finance Officer/Village Treasurer by the Village Manager, the Village Charter, the Village Ordinances, and resolutions of the Village Council and by Law.

SECTION 2 TERM OF EMPLOYMENT

- A. Sherry agrees to remain in the employ of the Employer until her termination date. The term of employment under this agreement commenced December 17, 2001, which is the initial appointment of office of the Finance Officer/Treasurer and shall be for two years, and may be renewed.
- B. Nothing in this agreement shall prevent, limit or otherwise interfere with the right of the Manager to terminate the services of Sherry according to the ordinance, which provides for the appointment of the village treasurer, hereto attached.
- C. Nothing in the Agreement shall prevent, limit or otherwise interfere with the right of Sherry to resign at any time from her position with Employer, subject only to the provisions of Section 5 of this Agreement.

SECTION 3 SUSPENSION

Employer may suspend Sherry with pay and benefits at any time during the term of this agreement for any reason or no reason, with or without cause, and for any period of time, as deemed necessary by the Village Manager.

SECTION 4 TERMINATION AND SEVERANCE PAY

Sherry shall be compensated for all earned and unused vacation, holidays, pension and insurance benefits accrued up to the date of her employment. In the event Sherry is terminated for cause, Employer shall have no obligation to make the lump sum cash payment herein provided.

For the purpose of this provision "Cause" shall be construed to mean [1] commission of criminal offense, and/or [2] having been charged with any act involving moral turpitude, which the Council has reasonable

grounds to believe is true, and/or [3] the willful and habitual failure to perform her duties and responsibilities in the manner prescribed by the Village Manager.

SECTION 5 RESIGNATION

In the event Sherry voluntarily resigns her position with Employer before expiration of this agreement, then Sherry shall give Employer thirty-30 days notice in advance, unless the parties agree otherwise.

SECTION 6 SALARY

Employer agrees to pay Sherry for her services, rendered pursuant hereto, an annual base salary of **\$54,961.00**, payable in installments at the same time as other management employees of the Employer are paid. This pay adjustment is retroactive to December 17, 2004.

Annual adjustments in base salary shall be made based on an annual performance review of Sherry made on or about employee's anniversary date. The Finance Officer/Village Treasurer position is considered exempt from overtime or compensatory time.

SECTION 7 PERFORMANCE EVALUATION

The Manager will review goals and evaluate the performance of Sherry once a year. Said review and evaluation shall be in accordance with the criteria developed jointly by the Employer and Sherry, which may be added to or deleted from as the Manager sees fit.

SECTION 8 FRINGE BENEFITS

Vacation Time - Sherry shall be credited with twenty [20] days vacation leave upon hire and thereafter annually on her employment anniversary date. Vacation time will be used during the following 12-month period. The practice of paying for vacation time, and carrying over vacation time will cease. The Village has adopted a strict use it or lose it policy.

Sick Time - Sherry shall receive ten [10] days sick leave each calendar year. Sick leave may be accrued and carried forward equal to the number of sick days needed to cover a 3-month period of disability. Sherry may accumulate a maximum of 480 hours of sick leave. Sick leave benefits are available for periods of incapacity due to illness or injury while actively employed with the Village. Sick leave benefits will not be paid under any other circumstances.

Insurance Benefits – In the event Sherry elects not to participate in the hospitalization, surgical and comprehensive medical insurance coverage provided by the Employer, then in-lieu of said coverage the Employer will make a payment to Sherry in an amount equal to 60% of the total cost of coverage for a single person.

Except as otherwise provided in this Agreement, the Employer agrees to provide Sherry the same comprehensive health, dental, life (\$50,000) and long and short term disability insurance, under the same plans as apply to other Department Heads of the Employer. The Village will pay up to an additional \$100 per month, if Sherry selects improved benefits provided by Blue Cross/Blue Shield of Michigan Plan (Traditional Coverage).

Retirement – The Employer agrees to contribute **10%** of Sherry's gross pay to the retirement program of Sherry's choice, or to MERS at a **maximum employer contribution rate of 10% effective March 1, 2005.**

SECTION 9 ARBITRATION

It is mutually agreed between the parties that arbitration shall be the sole and exclusive remedy to redress and dispute, claim or controversy involving the interpretation of this Agreement or the terms, conditions or termination of Sherry's employment with the Employer. Any such dispute, claim or controversy arising under or in connection with this Agreement shall be settled exclusively by arbitration in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association then in effect. The arbitrator's sole authority shall be to interpret or apply the provisions of this Agreement; he shall not change, add to, or subtract from any of its provisions. The Arbitrator shall have the power to compel attendance or witnesses at a hearing. The arbitration award shall be final and binding and shall be the sole remedy for any claimed breach of this Agreement. Judgment may be entered on the arbitrator's award in any court having jurisdiction, but neither party may otherwise resort to any court or administrative agency with respect to any dispute that is able to arbitrated under this section except for claims that the arbitrator will be borne by the Employer and Sherry equally. This arbitration provision shall, with respect to any dispute, claim or controversy rising under or in connection with this Agreement, survive the termination or expiration of the Agreement.

SECTION 10 INDEMNIFICATION

Employer shall defend, save harmless, and indemnify Sherry against any tort, professional liability claim or demand or other legal action to the extent provided for under the Village's insurance policies with its carriers arising out of an alleged act or omission occurring within the scope of her employment and in the good faith performance of Sherry's duties as Finance Officer/Village Treasurer.

SECTION 11 BONDING

Employer shall bear the full cost of any fidelity or other bonds required of Sherry under any law or ordinance.

SECTION 12 OTHER TERMS AND CONDITIONS

The Manager, in consultation with Sherry, shall fix any such other terms and conditions of Sherry's employment, as it may determine from time to time provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the Village Charter or any law

SECTION 13 REPRESENTATION OF EMPLOYER

Employer represents that it has the legal authority to enter into and be bound by the terms of this Agreement.

SECTION 14 SEVERABILITY

Should a court of jurisdiction hold any provision of this Agreement unlawful, all other provisions of the Agreement shall remain in force for the duration of the Agreement.

SECTION 15 NOTICES

Notices pursuant to this Agreement shall be given by personal delivery to the other party, or by certified mail through the United States Postal Service, postage prepaid, addressed as follows:

Village Manager
8140 Main St.
Dexter, MI 48130

Sherry's Address:
7801 Salem Road
Northville, MI 48167

Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or deposit with the United States Postal Service.

SECTION 16 ENTIRE AGREEMENT

This agreement contains the entire agreement between the parties relating to the subject matter hereof and supersedes all previous discussions, negotiations, and agreements between the parties, whether written or oral, with respect to the subject matter hereof. This Agreement cannot be modified, altered, or amended except by written agreement, signed by both parties. Each of the parties has received an executed original of this Agreement.

SECTION 17 BINDING NATURE, NON-ASSIGNMENT

This agreement shall be binding upon and inure to the benefit of the parties hereto and Ms. Sherry's respective heirs, personal representatives and attorneys-in-fact. This Agreement is non-assignable.

IN WITNESS WHEREOF, The Village of Dexter has caused this Agreement to be signed and executed in its behalf by the Village Manager, the day and year first above written.

Marie A. Sherry

Date

Jim Seta, President

Date

Donna Dettling
Village Manager
Village of Dexter

Date

VILLAGE OF DEXTER

8140 Main Street Dexter, MI 48130-1092

deureste@villageofdexter.org

Phone (734)426-8303

Fax (734)426-5614

MEMO

To: President Seta and Council
From: Donna Dettling, Village Manager
Date: February 14, 2005
Re: New Business Items 5 and 6- Executive Summary

AGENDA 2-14-05

ITEM L-5

As discussed during the budget workshops, Clerk duties and compensation require amendment. This is primarily due to the Election Consolidation Law that went into effect in 2005. Note that the codified ordinance is being amended to remove duties from the Clerk's responsibility that relate to managing village elections. As you will recall Council opted to allow the Townships to run our elections.

It was also suggested during budget sessions that compensation for the Clerk be reduced appropriate with the duty reduction. The proposed resolution sets the Clerk compensation the same as a trustee at \$80 per meeting attended. The wording in the resolution is the same wording used for trustees.

If you have questions or concerns with these proposed changes, please contact prior to the meeting, if possible.

Thanks,

AN ORDINANCE TO AMEND CHAPTER 2 –
ADMINISTRATION, ARTICLE III – OFFICERS AND
EMPLOYEES OF THE VILLAGE OF DEXTER GENERAL
CODE OF ORDINANCES

WHEREAS, the Village Code of Ordinances, Chapter 2 - Administration, Article III - Officers and Employees contains provisions relevant to the duties of the Village Manager and the Clerk, and

WHEREAS, Village Council has determined that the duties and compensation of the Clerk required further clarification, and

WHEREAS, it is necessary to amend Section 2-61 to reflect the election law changes

NOW, THEREFORE BE IT ORDAINED:

That the Code of Ordinances, Section 2-61. Assignment of certain duties of village clerk to village manager. Is hereby amended by replacing the current language with the following:

Section: 2-61. Assignment of certain duties of village clerk to village manager, shall be amended as follows:

As authorized by chapter V of Public Act No. 3 of 1895 (MCL 65 8) the village manager shall exercise supervisory authority over the accounting, budgeting, personnel, purchasing, and related management functions imposed on the village clerk by Public Act No. 3 of 1895, and may direct, supervise, or reassign the clerk's duties and management functions to another village employee or appointed official. However, the following functions shall not be subject to the village manager's supervision, direction or assignment, which the elected clerk shall continue to perform:

- (1) Attend all meetings and special meetings of the village council and record all proceedings and resolutions of village council
- (2) Administer oaths and affirmations as may be required.
- (3) Certify minutes, resolutions, ordinances and other documents.
- (4) Provide administrative and secretarial support to the council as requested

That this Ordinance shall be effective immediately upon adoption.

Moved –

Support –

Ayes:

Nays:

Absent:

ORDINANCE ADOPTION DATE:

ORDINANCE EFFECTIVE DATE:

David F Boyle, Village Clerk

AN ORDINANCE TO AMEND CHAPTER 2 -
ADMINISTRATION, ARTICLE III - OFFICERS AND
EMPLOYEES OF THE VILLAGE OF DEXTER GENERAL
CODE OF ORDINANCES

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- (1) Attend all meetings and special meetings of the village council and record all proceedings and resolutions of village council.
- (2) Administer oaths and affirmations as may be required.
- (3) Certify minutes, resolutions, ordinances and other documents
- ~~(4)~~ Manage Village elections, certify petitions, issue absentee ballots, and tabulate election returns.
- ~~(5)~~ Recruit, train, and supervise election workers
- ~~(6)~~ Maintain the Qualified Voter Files of Village electors
- (7) Provide administrative and secretarial support to the council as requested.

That this Ordinance shall be effective immediately upon adoption

Moved – Semifero

Support – Turner

Ayes: Seta, Semifero, Walters, Carson, Turner, Coy

Nays: Hall

Absent: None

ORDINANCE ADOPTION DATE: October 27, 2003

ORDINANCE EFFECTIVE DATE: October 27, 2003

COPY
Donna Fisher, Village Clerk

RESOLUTION FOR THE PURPOSE OF
ESTABLISHING POLICY FOR ELECTED CLERK
COMPENSATION

2-14-05
L-6

At a regular meeting of the Village Council of the Village of Dexter, Michigan called to order by *President Jim Seta* on February 14, at 7:30 p m, the following resolution was offered:

Moved by: _____ and

Supported by: _____

WHEREAS, the Village Code of Ordinances Chapter 2, Article III, Section 2-61 sets out the duties of the elected Clerk, and

WHEREAS, Section 2-61 of the Village Code of Ordinances does not address compensation, and

WHEREAS, Village Council by Resolution sets compensation for the elected Village Clerk in an amount and manner prescribed by the Village Council

NOW, THEREFORE, BE IT RESOLVED, that the Village Council does hereby establish compensation for the Elected Village Clerk at \$80 paid from the General fund for each regular meeting of the Village Council attended by the Clerk during his/her term in office No compensation shall be paid for a meeting not attended

BE IT FURTHER RESOLVED, that said compensation shall begin March 2005 and continue until such time as Council by resolution resolves otherwise

AYES: _____

NAYS: _____

RESOLUTION DECLARED ADOPTED

THIS 14 DAY OF February, 2005

David F. Boyle, Village Clerk

AGENDA 2.14.05
ITEM L-8

January 3, 2005

Memo To: Dexter DDA Board Members
From: Dick Lundy--DDA Treasurer
Ref: January Treasurer's Report

1. Attached is a Consolidated Balance Sheet Report showing Bank Account balances plus other Assets and Liabilities.
2. Attached are Budget Reports for each current fund showing the actual versus budgeted amounts for fund income and expenses. These reports cover the Fiscal Year To Date.
3. Attached is a Check Register showing all checks for this fiscal year.
4. All bills have been paid and there are no actual Accounts Payable currently.
5. If there are questions or suggestions regarding any financial activity or reports please contact me anytime.
6. The "Actual" income and expenses shown are through December 31st and the projected "Bottom Line" for the final Fiscal Year results on Feb 28th should end up approximately as described below.

Project Fund 2001 Bonding

I am estimating additional interest income of approximately \$150, and allowing for additional miscellaneous expenses of approximately \$10,000. The estimated year end fund balance would then be approximately \$350,000 which will be carried forward to next fiscal year's budget.

Project Fund

I am anticipating approximately \$55,000 in additional expenses this Fiscal Year with most being paid to the Village for streetscape maintenance and projects. In December I booked a transfer in of \$230,000 from the Debt Service Fund. The estimated year end fund balance will be approximately \$206,700 which will be carried forward to next fiscal year's budget.

Debt Service Fund

I have estimated that the total TIF Capture from winter taxes being collected by Scio Township will net approximately \$200,000. This is only a guess at this time. Any deviation from this will change the final Fund Balance carried forward. In December I booked the transfer out of \$230,000 to the Project Fund as mentioned above. The resulting estimated fund balance being carried forward to next year's budget is approximately \$145,000 which will cover next year's debt service needs.

7. It is recommended that the DDA approve the transfer to the Project Fund mentioned above. A suggested motion is "I move that the DDA board approve transfer of \$230,000 from the Debt Service Fund to the General Project Fund".

BACKGROUND INFORMATION FOR 2005-2006 FISCAL YEAR BUDGETS

Administrative Fund

This budget includes \$3500 for our Annual Audit and \$200 for other miscellaneous expenses. Revenue for these expenses is covered by transferring funds from TIF Revenue Captures which are included in the Debt Service Fund Budget. This budget is the same as the current year's budget.

Loan Reserve Fund

This is a fund was created to recognize reserves which the DDA has been accumulating to be used to pay back the Village Loans of \$135,000 and \$180,000. These loans are scheduled to be paid off in January, 2015. Each year \$29,981 is transferred into this Fund from TIF Capture Revenue. This "payment" or transfer is shown as an expense line item in the Debt Service Fund Budget. This budget is the same as the current year's budget.

Project Fund 2001 Bonding

This fund was created with the sale of GO Bonds by the Village in December, 2001. It is being used to track projects which are specifically included in the filings submitted to the State of Michigan and approved in the resulting Bond Sale authorization. The purchase of the property for \$150,000 was covered in the 2001-02 Budget. The purchase of the \$200,000 property was included in the 2002-03 Budget. Funds have been used for the Forest Street parking lot completed this year and will be used for the the Alpine Street project planned for construction next fiscal year. Revenue from the sale of the Forest Street property this year has been received and revenue of \$219,000 from a state grant is anticipated in this new budget year. This project fund will probably have significant remaining funds available for future projects.

Debt Service Fund

I have estimated that the total TIF Capture for the Fiscal Year will increase by approximately 4% over this year's estimated revenue amount. Average annual increases for the past few years have averaged over 25%.

This fund receives the TIF Capture from the summer and winter tax collections. This revenue must first be used to pay our debt service. Current items include:

1995 GO Bond Issue (\$255K)	\$34,983
Loan Reserve Fund Transfer	\$29,981
2001 GO Bond Issue	\$74,055

In addition, fund revenue is used to provide revenue which is transferred to the Administrative Fund to cover administrative expenses. This amounts to an estimated \$4,000 annually.

It is the DDA's intent to carry a Fund Balance at the end of each budget year which will be sufficient to meet the following year's debt service requirements. This is estimated to be approximately \$145,000 for the 2005-06 Budget Year.

Finally, any revenue over these needs may be used to fund projects. This budget includes a transfer of \$185,000 to our General Project Fund.

General Project Fund

This fund is the "general" fund for projects that has been in place for a number of years. The budget for this fund identifies the expected amount that is available to fund any projects which may be included in the recent 2001 Bond Issue or any other additional projects which may be approved by the DDA in the future.

A total of \$10,000 is included for projects to be covered by this fund. The DDA Board will need to approve specific projects before this money could be spent. In addition \$55,000 is included to fund the Streetscape Maintenance for the year and \$20,000 is included to cover Beckett & Raeder fees not directly associated with specific projects.

The Executive Committee of the DDA, Jim Seta, John Hanifan, and John Iacoangeli have reviewed these budgets and recommend that the DDA Board approve them for the coming fiscal year. The approved budgets will then be sent to the Dexter Village Council for their approval and subsequent inclusion in the overall Village budgets.

If you have any questions regarding anything related to these proposed Budgets for the 2005-06 Fiscal Year or any questions related to this year's financial reports please contact me any time.

1:26 PM
01/06/05
Accrual Basis

Dexter DDA
Balance Sheet
As of December 31, 2004

	Dec 31, 04
ASSETS	
Current Assets	
Checking/Savings	
CD Accounts	700,000.00
GLB Checking (A/C # 4006303876)	1,083.78
GLB Savings (A/C # 1006400932)	78,573.03
Total Checking/Savings	779,656.81
Other Current Assets	
Acct Rec-Genl TIF	200,000.00
Total Other Current Assets	200,000.00
Total Current Assets	979,656.81
Other Assets	
Amount In Debt Service Fund	354,438.00
Genl LT Debt (Amount To Be Provided)	1,010,562.00
Total Other Assets	1,365,000.00
TOTAL ASSETS	2,344,656.81
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
2000 - Accounts Payable	3,681.27
Total Accounts Payable	3,681.27
Total Current Liabilities	3,681.27
Long Term Liabilities	
GO Bond(\$900K) (GO Bond Spec Assess)	875,000.00
GO Bond(255K) (TIF GO Bond)	175,000.00
Village (\$180,000) (Village Revolving Loan-Lodge)	180,000.00
Village(\$135K) (Village Econ Dev Loan)	135,000.00
Total Long Term Liabilities	1,365,000.00
Total Liabilities	1,368,681.27
Equity	
3000 - Opening Bal Equity	-2,222,709.79
3900 - Retained Earnings	2,222,709.79
Net Income	975,975.54
Total Equity	975,975.54
TOTAL LIABILITIES & EQUITY	2,344,656.81

11:55 AM
01/06/05
Accrual Basis

Dexter DDA
Debt Service Fund
March through December 2004

Debt Service --TIF Funds			
	Mar - Dec 04	Budget	\$ Over Budget
Income			
420 (REVENUE)			
010 (TIF Capture)	330,302.59	295,000.00	35,302.59
Total 420 (REVENUE)	330,302.59	295,000.00	35,302.59
698 (Fund Transfer)			
001 (Regular)	-3,400.00	-4,000.00	600.00
002 (Close & Transfer)	-230,000.00	-175,000.00	-55,000.00
Total 698 (Fund Transfer)	-233,400.00	-179,000.00	-54,400.00
699 (Fund Balance)			
010 (Fund Balance-March 1)	174,553.07	150,000.00	24,553.07
Total 699 (Fund Balance)	174,553.07	150,000.00	24,553.07
Total Income	271,455.66	266,000.00	5,455.66
Expense			
710 (TIF Debt Obligations)			
020 (1995 G O Bond (\$255K))			
021 (Principal)	25,000.00	25,000.00	0.00
022 (Interest)	11,395.00	11,395.00	0.00
023 (Fees)	300.00	300.00	0.00
Total 020 (1995 G O Bond (\$255K))	36,695.00	36,695.00	0.00
050 (Loan-Econ Dev Fund(\$135K))			
021 (Principal)	29,981.00	29,981.00	0.00
Total 050 (Loan-Econ Dev Fund(\$135K))	29,981.00	29,981.00	0.00
Total 710 (TIF Debt Obligations)	66,676.00	66,676.00	0.00
720 (G O Bonds Debt Obligation)			
024 (2001 \$900K Bond Issue)			
021 (Principal)	15,000.00	15,000.00	0.00
022 (Interest)	45,230.02	45,230.00	0.02
023 (Fees)	250.00	400.00	-150.00
Total 024 (2001 \$900K Bond Issue)	60,480.02	60,630.00	-149.98
Total 720 (G O Bonds Debt Obligation)	60,480.02	60,630.00	-149.98
956 (Miscellaneous)	20.00		
Total Expense	127,176.02	127,306.00	-129.98
Net Income	144,279.64	138,694.00	5,585.64

2:08 PM

01/06/05

Accrual Basis

Dexter DDA
Project Fund -- 2001 Bonding
 March through December 2004

	Project Fund --2001 Bonding			
	Mar - Dec 04	Budget	\$ Over Budget	% of Budget
Income				
665 (Interest)				
010 (Bank Interest)	5,346.30	5,000.00	346.30	106.9%
Total 665 (Interest)	5,346.30	5,000.00	346.30	106.9%
696 (Proceeds-Other)				
070 (Property Sales)	144,472.40	100,000.00	44,472.40	144.5%
Total 696 (Proceeds-Other)	144,472.40	100,000.00	44,472.40	144.5%
699 (Fund Balance)				
010 (Fund Balance-March 1)	220,315.55	211,500.00	8,815.55	104.2%
Total 699 (Fund Balance)	220,315.55	211,500.00	8,815.55	104.2%
Total Income	370,134.25	316,500.00	53,634.25	116.9%
Expense				
830 (Project Expenses)				
010 (PARKING LOT - Forest)				
001 (Engineering)	1,255.93			
002 (Inspection)	1,845.16			
004 (Soil/Materials Testing)	1,718.00			
008 (Construction)	3,750.00			
Total 010 (PARKING LOT - Forest)	8,569.09			
020 (Alpine Street)	0.00	300,000.00	-300,000.00	0.0%
022 (Downtown Parking Study)				
007 (Miscellaneous)	1,928.00			
Total 022 (Downtown Parking Study)	1,928.00			
100 (PROJECT MGT & PLANNING)				
017 (Legal)	51.00			
Total 100 (PROJECT MGT & PLANNING)	51.00			
Total 830 (Project Expenses)	10,548.09	300,000.00	-289,451.91	3.5%
Total Expense	10,548.09	300,000.00	-289,451.91	3.5%
Net Income	359,586.16	16,500.00	343,086.16	2,179.3%

2:07 PM

01/06/05

Accrual Basis

Dexter DDA
Project Fund -- General
March through December 2004

	Project Fund			
	Mar - Dec 04	Budget	\$ Over Budget	% of Budget
Income				
698 (Fund Transfer)				
001 (Regular)	230,000.00	175,000.00	55,000.00	131.4%
Total 698 (Fund Transfer)	230,000.00	175,000.00	55,000.00	131.4%
699 (Fund Balance)				
010 (Fund Balance-March 1)	56,321.25	60,000.00	-3,678.75	93.9%
Total 699 (Fund Balance)	56,321.25	60,000.00	-3,678.75	93.9%
Total Income	286,321.25	235,000.00	51,321.25	121.8%
Expense				
830 (Project Expenses)				
010 (PARKING LOT - Forest)				
007 (Miscellaneous)	1,815.36			
Total 010 (PARKING LOT - Forest)	1,815.36			
023 (Downtown-Village Reimburse)				
001 (Maintenance)	631.89	23,300.00	-22,668.11	2.7%
002 (Operations)	5,000.00	31,700.00	-26,700.00	15.8%
Total 023 (Downtown-Village Reimburse)	5,631.89	55,000.00	-49,368.11	10.2%
024 (Downtown Projects)	0.00	10,000.00	-10,000.00	0.0%
100 (PROJECT MGT & PLANNING)				
010 (Prof. Serv./Contract)	17,162.40	20,000.00	-2,837.60	85.8%
Total 100 (PROJECT MGT & PLANNING)	17,162.40	20,000.00	-2,837.60	85.8%
Total 830 (Project Expenses)	24,609.65	85,000.00	-60,390.35	29.0%
Total Expense	24,609.65	85,000.00	-60,390.35	29.0%
Net Income	261,711.60	150,000.00	111,711.60	174.5%

1:48 PM

01/06/05

Accrual Basis

Dexter DDA
Loan Reserve Fund
March through December 2004

	Loan Reserve -- Village Loans			
	Mar - Dec 04	Budget	\$ Over Budget	% of Budget
Income				
698 (Fund Transfer)				
001 (Regular)	29,981.00	29,981.00	0.00	100.0%
Total 698 (Fund Transfer)	29,981.00	29,981.00	0.00	100.0%
699 (Fund Balance)				
010 (Fund Balance-March 1)	179,886.00	179,886.00	0.00	100.0%
Total 699 (Fund Balance)	179,886.00	179,886.00	0.00	100.0%
Total Income	209,867.00	209,867.00	0.00	100.0%
Expense	0.00			
Net Income	209,867.00	209,867.00	0.00	100.0%

9:57 PM
01/05/05
Accrual Basis

**Dexter DDA
Administrative Fund
March through December 2004**

	Administrative Fund		
	Mar - Dec 04	Budget	\$ Over Budget
Income			
698 (Fund Transfer)			
001 (Regular)	3,400.00	4,000.00	-600.00
Total 698 (Fund Transfer)	3,400.00	4,000.00	-600.00
699 (Fund Balance)			
010 (Fund Balance-March 1)	531.14	531.00	0.14
Total 699 (Fund Balance)	531.14	531.00	0.14
Total Income	3,931.14	4,531.00	-599.86
Expense			
823 (Audit)	3,400.00	3,500.00	-100.00
956 (Miscellaneous)			
020 (Other)	0.00	200.00	-200.00
Total 956 (Miscellaneous)	0.00	200.00	-200.00
Total Expense	3,400.00	3,700.00	-300.00
Net Income	531.14	831.00	-299.86

Dexter DDA Check Register As of February 28, 2005

Trans #	Date	Name	Memo	Amount
GLB Checking (A/C # 4006303876)				
1874	3/27/2004	ABC Paving Company	Application #3	-31,188.48
1875	3/27/2004	Beckett & Raeder	VOID:	0.00
1876	3/27/2004	Village of Dexter	OHM Site Plan Fee	-176.00
1887	4/22/2004	Fifth Third Bank	VOID: Bond Payment	0.00
1888	4/22/2004	Bank of New York	TAS 679058	-31,122.50
1901	7/9/2004	Busco/Prestige Lines Inc	Smoke Pots	-631.89
1902	7/9/2004	Dykema Gossett	Lawsuit Consultation	-51.00
1903	7/9/2004	Fifth Third Bank	Bond Payment Fees	-300.00
1904	7/9/2004	National City	Paying Agent Fee	-250.00
1905	7/9/2004	Beckett & Raeder		-6,834.45
1907	7/25/2004	ABC Paving Company	Retainage	-27,216.69
1920	8/20/2004	Beckett & Raeder		-8,286.79
1921	8/20/2004	Cooley Hehl Wohlgamuth & Carlton	Annual Audit	-3,400.00
1926	9/27/2004	ABC Paving Company		-48,348.00
1927	9/27/2004	Testing Engineers & Consultants		-1,718.00
1928	9/27/2004	Village of Dexter	Forest Street Lot Testing	-5,000.00
1934	9/30/2004	Scio Township	Traffic Study Payment	-499.48
1935	9/30/2004	Washtenaw County	Auditor Adjustment	-26,765.91
1936	9/30/2004	WISD	Auditor Adjustment	-12,599.07
1943	10/13/200	Bank of New York	TAS 679058	-5,272.50
1944	10/13/200	Hackney Hardware	Misc Maintenance Items	-345.15
1945	10/13/200	National City	Bond Payment Interest	-22,352.51
1950	11/9/2004	Beckett & Raeder	10 Hours + Reimbursibles	-2,490.25
1951	11/9/2004	Busco/Prestige Lines Inc	Coyne Holiday Fence Reconstruction	-1,414.96
1953	11/9/2004	Hackney Hardware	Coyne Holiday Fence Reconstruction	-55.25
1962	12/13/200	Beckett & Raeder		-7,695.00
1963	12/13/200	Richard Lundy	Finance Software-Quick Books	-191.00
Total GLB Checking (A/C # 4006303876)				-244,204.88
TOTAL				-244,204.88

12:45 PM

01/06/05

Accrual Basis

Dexter DDA
Debt Service Fund
 March 2005 through February 2006

	Debt Service --TIF Funds			
	Mar '05 - Feb 06	Budget	\$ Over Budget	% of Budget
Income				
420 (REVENUE)				
010 (TIF Capture)	0.00	325,000.00	-325,000.00	0.0%
Total 420 (REVENUE)	0.00	325,000.00	-325,000.00	0.0%
698 (Fund Transfer)				
001 (Regular)	0.00	-4,000.00	4,000.00	0.0%
002 (Close & Transfer)	0.00	-185,000.00	185,000.00	0.0%
Total 698 (Fund Transfer)	0.00	-189,000.00	189,000.00	0.0%
699 (Fund Balance)				
010 (Fund Balance-March 1)	0.00	145,000.00	-145,000.00	0.0%
Total 699 (Fund Balance)	0.00	145,000.00	-145,000.00	0.0%
Total Income	0.00	281,000.00	-281,000.00	0.0%
Expense				
710 (TIF Debt Obligations)				
020 (1995 G O Bond (\$255K))				
021 (Principal)	0.00	25,000.00	-25,000.00	0.0%
022 (Interest)	0.00	9,683.00	-9,683.00	0.0%
023 (Fees)	0.00	300.00	-300.00	0.0%
Total 020 (1995 G O Bond (\$255K))	0.00	34,983.00	-34,983.00	0.0%
050 (Loan-Econ Dev Fund(\$135K))				
021 (Principal)	0.00	29,981.00	-29,981.00	0.0%
Total 050 (Loan-Econ Dev Fund(\$135K))	0.00	29,981.00	-29,981.00	0.0%
Total 710 (TIF Debt Obligations)	0.00	64,964.00	-64,964.00	0.0%
720 (G O Bonds Debt Obligation)				
024 (2001 \$900K Bond Issue)				
021 (Principal)	0.00	30,000.00	-30,000.00	0.0%
022 (Interest)	0.00	43,655.00	-43,655.00	0.0%
023 (Fees)	0.00	400.00	-400.00	0.0%
Total 024 (2001 \$900K Bond Issue)	0.00	74,055.00	-74,055.00	0.0%
Total 720 (G O Bonds Debt Obligation)	0.00	74,055.00	-74,055.00	0.0%
Total Expense	0.00	139,019.00	-139,019.00	0.0%
Net Income	0.00	141,981.00	-141,981.00	0.0%

2:08 PM

01/06/05

Accrual Basis

Dexter DDA
Project Fund -- 2001 Bonding
March 2005 through February 2006

	Project Fund --2001 Bonding			
	Mar '05 - Feb 06	Budget	\$ Over Budget	% of Budget
Income				
430 (Grant Income)	0.00	219,000.00	-219,000.00	0.0%
665 (Interest)				
010 (Bank Interest)	0.00	5,000.00	-5,000.00	0.0%
Total 665 (Interest)	0.00	5,000.00	-5,000.00	0.0%
699 (Fund Balance)				
010 (Fund Balance-March 1)	0.00	350,000.00	-350,000.00	0.0%
Total 699 (Fund Balance)	0.00	350,000.00	-350,000.00	0.0%
Total Income	0.00	574,000.00	-574,000.00	0.0%
Expense				
830 (Project Expenses)				
020 (Alpine Street)	0.00	300,000.00	-300,000.00	0.0%
090 (OTHER PROJECTS)				
007 (Miscellaneous)	0.00	250,000.00	-250,000.00	0.0%
Total 090 (OTHER PROJECTS)	0.00	250,000.00	-250,000.00	0.0%
Total 830 (Project Expenses)	0.00	550,000.00	-550,000.00	0.0%
Total Expense	0.00	550,000.00	-550,000.00	0.0%
Net Income	0.00	24,000.00	-24,000.00	0.0%

2:06 PM

01/06/05

Accrual Basis

Dexter DDA
Project Fund -- General
 March 2005 through February 2006

	Project Fund			
	Mar '05 - Feb 06	Budget	\$ Over Budget	% of Budget
Income				
698 (Fund Transfer)				
001 (Regular)	0.00	185,000.00	-185,000.00	0.0%
Total 698 (Fund Transfer)	0.00	185,000.00	-185,000.00	0.0%
699 (Fund Balance)				
010 (Fund Balance-March 1)	0.00	206,700.00	-206,700.00	0.0%
Total 699 (Fund Balance)	0.00	206,700.00	-206,700.00	0.0%
Total Income	0.00	391,700.00	-391,700.00	0.0%
Expense				
830 (Project Expenses)				
023 (Downtown-Village Reimburse)				
001 (Maintenance)	0.00	23,300.00	-23,300.00	0.0%
002 (Operations)	0.00	31,700.00	-31,700.00	0.0%
Total 023 (Downtown-Village Reimburse)	0.00	55,000.00	-55,000.00	0.0%
024 (Downtown Projects)	0.00	10,000.00	-10,000.00	0.0%
090 (OTHER PROJECTS)				
007 (Miscellaneous)	0.00	300,000.00	-300,000.00	0.0%
Total 090 (OTHER PROJECTS)	0.00	300,000.00	-300,000.00	0.0%
100 (PROJECT MGT & PLANNING)				
010 (Prof. Serv./Contract)	0.00	20,000.00	-20,000.00	0.0%
Total 100 (PROJECT MGT & PLANNING)	0.00	20,000.00	-20,000.00	0.0%
Total 830 (Project Expenses)	0.00	385,000.00	-385,000.00	0.0%
Total Expense	0.00	385,000.00	-385,000.00	0.0%
Net Income	0.00	6,700.00	-6,700.00	0.0%

12:34 PM

01/06/05

Accrual Basis

Dexter DDA
Loan Reserve Fund
March 2005 through February 2006

Loan Reserve -- Village Loans				
	Mar '05 - Feb 06	Budget	\$ Over Budget	% of Budget
Income				
698 (Fund Transfer)				
001 (Regular)	0.00	29,981.00	-29,981.00	0.0%
Total 698 (Fund Transfer)	0.00	29,981.00	-29,981.00	0.0%
699 (Fund Balance)				
010 (Fund Balance-March 1)	0.00	209,867.00	-209,867.00	0.0%
Total 699 (Fund Balance)	0.00	209,867.00	-209,867.00	0.0%
Total Income	0.00	239,848.00	-239,848.00	0.0%
Expense	0.00			
Net Income	0.00	239,848.00	-239,848.00	0.0%

12:27 PM
01/06/05
Accrual Basis

Dexter DDA
Administrative Fund
March 2005 through February 2006

	Administrative Fund		
	Mar '05 - Feb 06	Budget	\$ Over Budget
Income			
698 (Fund Transfer)			
001 (Regular)	0.00	4,000.00	-4,000.00
Total 698 (Fund Transfer)	0.00	4,000.00	-4,000.00
699 (Fund Balance)			
010 (Fund Balance-March 1)	0.00	531.00	-531.00
Total 699 (Fund Balance)	0.00	531.00	-531.00
Total Income	0.00	4,531.00	-4,531.00
Expense			
823 (Audit)	0.00	3,500.00	-3,500.00
956 (Miscellaneous)			
020 (Other)	0.00	200.00	-200.00
Total 956 (Miscellaneous)	0.00	200.00	-200.00
Total Expense	0.00	3,700.00	-3,700.00
Net Income	0.00	831.00	-831.00

RESOLUTION FOR THE PURPOSE OF
ESTABLISHING WATER AND SEWER RATES 2-14-05
FOR THE VILLAGE OF DEXTER, MICHIGAN L-9

At a regular meeting of the Village Council of the Village of Dexter, Michigan, called to order by President Jim Seta on February 14, 2005 at 7:30 p.m., the following resolution was offered:

Moved by: _____ Second by: _____

WHEREAS, the Village Council has reviewed the recommendation of the Utility Subcommittee, as presented in minutes submitted by said Committee on January 24, 2005 to adjust water and sewer rates in the Village according to the following schedule, and

WHEREAS, the Utility Subcommittee minutes are available for public inspection at the Village Office, and

WHEREAS, the Village published this resolution prior to its adoption, and provided a time period for public education and comment, and

WHEREAS, Village Ordinance requires rates to be established by Council by Resolution.

NOW THEREFORE BE IT RESOLVED:

Water Rates – Effective with the February/March 2005 Usage Billing rate established as follows:

Ready To Serve Monthly Fee	\$5.30
First Meter Per 1,000 Gallons	\$2.39
Second Meter Per 1,000 Gallons	\$3.20
Water Rate Out-side Village Service Area Limits Per 1,000 gallons	\$3.39

Sewer Rates – Effective with the February/March 2005 Usage Billing rate established as follows:

Ready To Serve Monthly Fee	\$5.00
Minimum Charge First 1,000 Gallons	\$10.90
Per 1,000 Gallons	\$5.90
Sewer Rate Out-side Village Limits Per 1,000 gallons	\$6.90
Per 1,000 Gallons for NE Sewer Debt Surcharge	\$0.25

Other Charges and Penalties:

Penalties on Late Monthly Charges (Cumulative)	5%
Turn-on and Turn-off Charges	\$25
Meter Calibration Charge	\$25
Water Only Meter 1 inch	\$175

AYES: _____

NAYS: _____

David F. Boyle Clerk

RESOLUTION DECLARED ADOPTED THIS _____ DAY OF _____, 2005

VILLAGE OF DEXTER

8140 Main Street Dexter, MI 48130-1092

deureste@villageofdexter.org

Phone (734)426-8303

Fax (734)426-5614

MEMO

To: President Seta and Council
From: Donna Dettling, Village Manager
Date: February 14, 2005
Re: Ann Arbor Fabrication, Inc., Request for Tax Exemption
Application Industrial Facilities Exemption Certificate
Evaluation Form

AGENDA 2-14-05
ITEM L-10

Attached are the documents needed to request an Industrial Facilities Exemption Certificate. A public hearing is required as well as a number of other steps in the procedure and follow-up on an IFE. Below is a list of documents for your review.

1. The Application Form (1012)
2. The Evaluation Form
3. A Procedure and Follow-up
4. A Taxable Value worksheet

Set for Public Hearing March 28, 2005

Contact me with questions or concerns, if possible prior to the Council meeting.

Thanks,

Application for Industrial Facilities Tax Exemption Certificate

Issued under authority of P.A. 198 of 1974, as amended. Filing is mandatory.

INSTRUCTIONS: File the original and two copies of this form and the required attachments (three complete sets) with the clerk of the local government unit. The State Tax Commission (STC) requires two complete sets (one original and one copy). One copy is retained by the clerk. If you have any questions regarding the completion of this form or would like to request an informational packet, call (517) 373-3272.

To be completed by Clerk of Local Government Unit	
Signature of Clerk	Date received by Local Unit 1-14-2005
STC Use Only	
Application Number	Date Received by STC

APPLICANT INFORMATION

All boxes must be completed.

1a. Company Name (Applicant must be the occupant/operator of the facility) Ann Arbor Fabrication, Inc.	1b. Standard Industrial Classification (SIC) Code - Sec. 2(10) (Four Digit Code) 3499	
1c. Location of Facility (Street, City, State, ZIP Code) 2355 Bishop Circle West, Dexter, MI 48130	1d. Name of City/Township/Village (Indicate which) Village of Dexter	1e. County Washtenaw
2. Type of Approval Requested <input type="checkbox"/> New (Sec. 2(4)) <input checked="" type="checkbox"/> Speculative Building (Sec. 3(8)) <input type="checkbox"/> Research and Development (Sec. 2(9))	3a. School District where facility is located Dexter	3b. School Code 81050
4. Amount of years requested for exemption (1-12 Years) 3 years		

5. Thoroughly describe the project for which exemption is sought: Real Property (Type of Improvements to Land, Building, Size of Addition); Personal Property (Explain New Used, Transferred from Out-of-State, etc.) and Proposed Use of Facility (Please attach additional page(s) if more room is needed).

The company manufactures structural steel components for the construction industry. Construction will consist of finishing the interior construction of 9,520 sqft of the remaining "spec" space.

6a. Cost of land and building improvements (excluding cost of land) * Attach list of improvements and associated costs. * Also attach a copy of building permit if project has already begun	\$205,000.00 Real Property Costs
6b. Cost of machinery, equipment, furniture and fixtures * Attach itemized listing with month, day and year of beginning of installation plus total costs	\$0.00 Personal Property Costs
6c. Total Project Costs	\$205,000.00 Total of Real & Personal Costs

7. Indicate the time schedule for start and finish of construction and equipment installation. Projects must be completed within a two year period of the effective date of the certificate unless otherwise approved by the STC.

	Begin Date (M/D/Y)	End Date (M/D/Y)	
Real Property Improvements	10/1/04	10/1/06	<input type="checkbox"/> Owned <input checked="" type="checkbox"/> Leased
Personal Property Improvements			<input type="checkbox"/> Owned <input type="checkbox"/> Leased

8. Are State Education Taxes reduced or abated by the Michigan Economic Development Corporation (MEDC)? If yes, applicant must attach a signed MEDC Letter of Commitment to receive this exemption. ☐ Yes ☒ No

9. Number of existing jobs at this facility that will be retained as a result of this project: 37

10. Number of new jobs at this facility expected to be created within two years of project completion: 2

11. Rehabilitation applications only: Complete a, b and c of this section. You must attach the assessor's statement of valuation for the entire plant rehabilitation district. The SEV data below must be as of December 31 of the year prior to the rehabilitation.

a. SEV of Real Property (excluding land) _____
b. SEV of Personal Property (excluding inventory) _____
c. Total SEV _____

12a. Check the type of District the facility is located in:
☒ Industrial Development District ☐ Plant Rehabilitation District

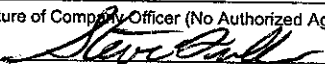
12b. Date district was established by local government unit: _____

12c. Is this application for a speculative building (Sec. 3(8))?
☒ Yes ☐ No

APPLICANT CERTIFICATION

The undersigned, authorized officer of the company making this application certifies that, to the best of his/her knowledge, no information contained herein or in the attachments hereto is false in any way and that all are truly descriptive of the industrial property for which this application is being submitted

It is further certified that the undersigned is familiar with the provisions of P.A. 198 of 1974 as amended, being Sections 207.551 to 207.572, inclusive of the Michigan Compiled Laws; and to the best of his/her knowledge and belief, (s)he has complied or will be able to comply with all of the requirements thereof which are prerequisite to the approval of the application by the local unit of government and the issuance of an Industrial Facilities Exemption Certificate by the State Tax Commission.

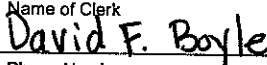
13a. Preparer Name Timothy Robinson	13b. Phone Number (734) 761-9317	13c. Fax Number (734) 761-9062	13d. E-mail Address trobinson@wdc-econdev.com
14a. Name of Contact Person Pam Dalton	14b. Phone Number (734) 424-0568	14c. Fax Number (734) 424-0672	14d. E-mail Address Pam.dalton@wse1.com
15a. Name of Company Officer (No Authorized Agents) Steve Fuller			
15b. Signature of Company Officer (No Authorized Agents) 			15c. Date 11/14/09
15d. Mailing Address (Street, City, State, ZIP) 2355 Bishop Circle West, Dexter, MI 48130		15e. Phone Number (734) 424-0674	15f. E-mail Address Steve.fuller@wse1.com

LOCAL GOVERNMENT ACTION & CERTIFICATION

This section must be completed by the clerk of the local governing unit before submitting application to the State Tax Commission. Check items on file at the Local Unit and those included with the submittal.

16. Action taken by local government unit <input type="checkbox"/> Abatement Approved for _____ Years (1-12) After Completion <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Denied (Include Resolution Denying)	16b. The State Tax Commission Requires the following documents be filed for an administratively complete application: Indicate N/A if Not Applicable <input type="checkbox"/> 1 Original Application plus attachments and one complete copy <input type="checkbox"/> 2 Resolution establishing district <input type="checkbox"/> 3 Resolution approving/denying application. <input type="checkbox"/> 4 Letter of Agreement (Signed by local unit and applicant) <input type="checkbox"/> 5 Affidavit of Fees (Signed by local unit and applicant) <input type="checkbox"/> 6 Building Permit for real improvements if project has already begun <input type="checkbox"/> 7 Equipment List with dates of beginning of installation <input type="checkbox"/> 8 Form 3222 (if applicable) <input type="checkbox"/> 9 Speculative building resolution and affidavits (if applicable)
16a. Documents Required to be on file with the Local Unit Indicate N/A if Not Applicable <input type="checkbox"/> 1 Notice to the public prior to hearing establishing a district <input type="checkbox"/> 2 Notice to taxing authorities of opportunity for a hearing <input type="checkbox"/> 3 List of taxing authorities notified for district and application action. <input checked="" type="checkbox"/> 4 Lease Agreement showing applicants tax liability	17. Name of Local Government Body Village of Dexter
18. Date of Resolution Approving/Denying this Application	

Attached hereto is an original and one copy of the application and all documents listed in 16b. I also certify that all documents listed in 16a are on file at the local unit for inspection at any time.

19a. Signature of Clerk 	19b. Name of Clerk David F. Boyle	19c. E-mail Address None
19d. Clerk's Mailing Address (Street, City, State, ZIP) 8140 Main Street	19e. Phone Number 734-426-8303 x 11	19f. Fax Number 734-426-5614

State Tax Commission Rule Number 57: Complete applications approved by the local unit and received by the State Tax Commission by October 31 each year will be acted upon by December 31. Applications received after October 31 may be acted upon in the following year.

Local Unit: Mail one original and one copy of the completed application and all required attachments to:

State Tax Commission
Michigan Department of Treasury
P.O. Box 30471
Lansing, MI 48909-7971

STC USE ONLY			
LUCI Code	Begin Date	End Date	End Date2

Instruction for Form 1012, Industrial Facilities Tax Exemption (IFT) Application

The completed original application form 1012 (formerly L-4380) and all required attachments, plus two additional copies, **MUST** be filed with the clerk of the local unit of government where the facility is or will be located. Complete applications must be received by the State Tax Commission by October 31 to ensure processing and certification for the following tax year. Applications received after the October 31 deadline will be processed as expeditiously as possible.

Please note that attachments listed on the application in number 16a are to be retained by the local unit of government, and attachments listed in number 16b are to be included with the application when forwarding to the State Tax Commission (STC).

(Before commencement of a project the local unit of government must establish a district, or the applicant must request in writing a district be established, in order to qualify for an IFT abatement. Applications and attachments must be received by the local unit of government within six months of commencement of project.)

The following information is required on separate documents attached to form 1012 by the applicant and provided to the local unit of government (city, township or village) in triplicate. (Providing an accurate school district where the facility is located is vital.):

1. Legal description of the real property on which the facility is or will be located. Also provide property identification number if available.
2. Personal Property Requirements: Complete list of new machinery, equipment, furniture and fixtures which will be used in the facility. The list should include description, beginning date of installation or expected installation by month/day/year, and costs or expected costs. Detail listing of machinery and equipment must match amount shown on question 6b of the application. Personal property applications must have attached a certified statement/affidavit as proof of the beginning date of installation.
3. Real Property Requirements: Proof of date the construction started (groundbreaking). Applicant must include one of the following if the project has already begun; building permit, footings inspection report, or certified statement/affidavit from contractor indicating exact date of commencement.
4. Complete copy of lease agreement as executed, if

applicable, verifying lessee (applicant) has direct ad valorem real and/or personal property tax liability. The applicant must have real and/or personal property tax liability to qualify for an IFT abatement on leased property. If applying for a real property tax exemption on leased property, the lease must run the full length of time the abatement is granted by the local unit of government.

The following information is required of the local unit of government: (Please note that only items 2, 4, 5, 6, & 7 when applicable, are forwarded to the State Tax Commission with the application, along with items 2 & 3 from above. The original and one complete copy are required by the STC. The remaining items are to be retained at the local unit of government for future reference. The local unit must verify that the school district listed on all IFT applications is correct.)

1. A copy of the notice to the general public and the certified notice to the property owners concerning the establishment of the district.
2. Certified copy of the resolution establishing the Industrial Development District (IDD) or Plant Rehabilitation District (PRD), which includes a legal description of the district. If the district was not established prior to the commencement of construction, the local unit shall include a certified copy or date stamped copy of the filing of the request to establish the district.
3. Copy of the notice and the certified letters to the taxing authorities regarding the hearing to approve the application.
4. Certified copy of the resolution approving the application. The resolution must include the number of years the local unit is granting the abatement and the statement "the granting of the Industrial Facilities Exemption Certificate shall not have the effect of substantially impeding the operation of (governmental unit), or impairing the financial soundness of a taxing unit which levies ad valorem property taxes in (governmental unit)".
5. Letter of Agreement (signed by the local unit of government and the applicant per P.A. 334 of 1993).
6. Affidavit of Fees (signed by the local unit of government and the applicant), (Bulletin 3, January 16, 1998). This statement may be incorporated into the Letter of Agreement.

7. Treasury Form 3222 (if applicable) - Fiscal Statement
for Tax Abatement Request

**The following information is required for rehabilitation
applications in addition to the above requirements:**

- 1 A listing of existing machinery, equipment, furniture and fixtures which will be replaced or renovated. This listing should include description, beginning date of installation or expected installation by month/day/year, and costs or expected costs.
- 2 A rehabilitation application must include a statement from the Assessor showing the taxable valuation of the plant rehabilitation district, separately stated for real property (EXCLUDING LAND) and personal property only applications should have attached a certified statement or affidavit as proof of the date personal property installation commenced.

**The following information is required for speculative
building applications in addition to the above
requirements:**

- 1 A certified copy of the resolution to establish a speculative building.
- 2 A statement of non-occupancy from the owner and the assessor.

INFORMATION FOR TAX ABATEMENT FOR

Ann Arbor Fabrication, Inc.

Legal Description of Property

2355 Bishop Circle West
Dexter, MI 48130

CONSTRUCTION BREAKDOWN

Sitework	\$0
Structure	\$56,474
Electrical	\$65,110
Mechanical	\$65,446
General Conditions	\$18,728
Total for Construction	\$205,758

LEASE OF BUSINESS PREMISES

Agreement made on February 1 20 05, between:

Ann Arbor Fabrication, Inc.

(Name(s) of Tenant)

KCM Properties LLC

(Name(s) of Landlord)

2355 Bishop Circle West

(Address)

2355 Bishop Circle West

(Address)

Dexter

(City)

Dexter

(City)

Washtenaw

(County)

Washtenaw

(County)

MI

(State)

MI

(State)

In consideration of the mutual covenants contained herein, the parties agree as follows:

SECTION ONE - DESCRIPTION OF PREMISES - Landlord leases to tenant the

premises located at 2355/2375 Bishop Circle

(Address)

Dexter

(City)

Washtenaw

(County)

MI

(State)

and described more particularly as follows: Lot #31/32

(Insert Legal Description)

of the Dexter Research and Industrial Park

SECTION TWO - TERM- The term of this lease is 5 years, beginning on

(Number)

February 1, 20 05, and terminating on February 28, 20 10

(Month & day)

(Year)

(Month & Day)

(Year)

LEASE OF BUSINESS PREMISES

SECTION THREE - RENT - The total rent under this lease is One Million Fifty
(Amount)
Thousand Dollars (\$ 1,050,000.00). Tenant shall pay
landlord

that amount in installments of Seventeen Thousand Five Hundred Dollars
(Amount)
(\$ 17,500.00) each month, beginning on February 1, 20 05, with
(Month & Day) (Year)

succeeding payments due on the 1st day of each month thereafter during the
(Number)
term of the lease.

SECTION FOUR - USE OF PREMISES - The premises are to be used for the purposes
of Steel Fabrication Shop/Office
(Specify Purpose)

Tenant shall restrict its use to such purposes, and shall not use or permit the use of the
premises for any other purpose without the written consent of the Landlord.

SECTION FIVE - RESTRICTIONS ON USE - Tenant shall not use the premises in any
manner that will increase risks covered by insurance on the premises and result in an
increase in the rate of insurance or a cancellation of any insurance policy, even if such
use may be in furtherance of Tenant's business purposes. Tenant shall not keep, use, or
sell anything prohibited by an policy of fire insurance covering the premises, and shall
comply with all requirements of the insurers applicable to the premises necessary to keep
in force the fire and liability insurance.

SECTION SIX - WASTE, NUISANCE, OR UNLAWFUL ACTIVITY - Tenant shall not
allow any waste or nuisance on the premises, or use or allow the premises to be used for
any unlawful purpose.

SECTION SEVEN - DELAY IN DELIVERING POSSESSION - This lease shall not be
rendered void or voidable by the inability of Landlord to deliver possession to Tenant on
the date set forth in SECTION TWO, and Landlord shall not be liable to Tenant for any
loss or damage suffered by reason of such a delay; provided however, that Landlord does

LEASE OF BUSINESS PREMISES

deliver possession no later than March 1, 20 05 In the event of a
(Month & Day) (Year)
delay in delivering possession, the rent for the period of such delay will be deducted from
the total rent due under the lease. No extension of the lease shall result from a delay in
delivering possession.

SECTION SEVEN – PROPERTY TAX – Tenant shall be responsible for payment of
property tax Ad Val Rum.

SECTION EIGHT - UTILITIES - Tenant shall be responsible for paying the following
utilities or services connected with the premises (Check those that apply)”

X Water

X Phone

X Sewer

X Trash Pick Up

X Electricity

____ Other: _____

X Gas

____ Other: _____

NOTE: Tenant shall pay for 50 of the total of these costs charged to the entire facility
(%)

identified as Lots 31 and 32
Property Address

SECTION NINE - REPAIRS & MAINTENANCE - Tenant shall maintain the premises
and keep them in good repair at Tenant's expense, except the side and rear exterior walls
and roof which will be maintained in good condition by Landlord. Tenant shall maintain
and repair windows, doors, skylights, adjacent sidewalks, the building front and exterior
walls.

SECTION TEN - DELIVERY, ACCEPTANCE, AND SURRENDER OF PREMISES -
Landlord represents that the premises are in fit condition for use by Tenant. Acceptance
of the premises by tenant shall be construed as recognition that the premises are in good
state of repair and in sanitary condition. Tenant shall surrender the premises at the end of

LEASE OF BUSINESS PREMISES

the lease term, or any renewal thereof, in the same condition as when Tenant took possession, allowing for reasonable use and wear, and damage by acts of God, including fires and storms. Before delivery, Tenant shall remove all business signs placed on the premises by Tenant and restore the portion of the premises on which they were placed on the same condition as when received.

SECTION TWELVE - ENTRY ON PREMISES BY LESSOR - Landlord reserves the right to enter on the premises at reasonable times to inspect them, perform required maintenance and repairs, or make additions, alterations, or modifications to any part of the building in which the premises are located, and Tenant shall permit Landlord to do so. Landlord may erect scaffolding, fences, and similar structures, post relevant notices, and place moveable equipment in connection with making alternations, additions, or repairs, all without incurring liability to tenant for disturbance of quiet enjoyment of the premises, or loss of occupation thereof.

SECTION THIRTEEN - SIGNS, AWNINGS, AND MARQUEES INSTALLED BY TENANT - Tenant shall not construct or place signs, awnings, marquees, or other structures projecting from the exterior of the premises that, in the opinion of landlord, are offensive or otherwise objectionable. If tenant fails to remove such signs, displays, advertisements, or decorations within _____ days after receiving written notice from the landlord to remove them, landlord reserves the right to enter the premises and remove them at the expense of tenant.

SECTION FOURTEEN - BUSINESS SALE SIGNS - Tenant shall not conduct "Quitting Business," "Lost Our Lease," "Bankruptcy," or other sales of that nature on the premises without the written consent of landlord.

SECTION FIFTEEN - NONLIABILITY OF LANDLORD FOR DAMAGES - Landlord shall not be liable for liability or damage claims for injuries to persons or property from any cause relating to the occupancy of the premises during the term of this lease or any

LEASE OF BUSINESS PREMISES

extension thereof. Tenant shall indemnify landlord from any injuries or losses of this nature.

SECTION SIXTEEN - LIABILITY INSURANCE - Tenant shall procure and maintain in force at tenant's expense during the term of this lease and any extension thereof public liability insurance with insurers and through brokers approved by landlord. Such coverage shall be adequate to protect against liability for damage claims through public use of or arising out of accidents occurring in or and around the leased premises, in a minimum amount of _____ Dollars (_____) for each person injured, _____ Dollars (_____) for any one accident, and _____ Dollars (_____) for property damage. The insurance policies shall provide coverage for contingent liability of landlord on any claims or losses. The policies shall be delivered to landlord for keeping. Tenant shall obtain a written obligation from the insurers to notify landlord in writing at least _____ days prior to cancellation or refusal to renew any policy. If the insurance policies are not kept in force during the entire term of this lease or any extension thereof, landlord may procure the necessary insurance and pay the premium therefore, and the premium shall be repaid to landlord as an additional rent installment for the month following the date on which the premiums were paid by landlord.

SECTION SEVENTEEN - ASSIGNMENT, SUBLEASE, OR LICENSE - Tenant shall not assign or sublease the premises, or any right or privilege connected therewith, or allow any other person except agents and employees of tenant to occupy the premises or any part thereof without first obtaining the written consent of landlord. A consent by landlord shall not be a consent to a subsequent assignment, sublease, or occupation by other persons. An unauthorized assignment, sublease, or license to occupy by tenant shall be void and shall terminate the lease at the option of landlord. The interest of tenant in this lease is not assignable by operation of law without the written consent of landlord.

LEASE OF BUSINESS PREMISES

SECTION EIGHTEEN - BREACH - the appointment of the receiver to take possession of the assets of tenant, a general assignment for the benefit of the creditors of tenant, any action taken or allowed to be taken by tenant under any bankruptcy act, or the failure of tenant to comply with each and every term and condition of this lease shall constitute a breach of this lease. Tenant shall have _____ days after receipt of written notice from landlord of any breach to correct the conditions specified in the notice, or if the corrections cannot be made within the _____ day period, tenant shall have a reasonable time to correct the default if action is commenced by tenant within _____ days after receipt of the notice.

SECTION NINETEEN - REMEDIES OF LANDLORD FOR BREACH BY TENANT - Landlord shall have the following remedies in addition to other rights and remedies in event tenant breaches this lease agreement and fails to make corrections as set forth in Section Eighteen:

1. Landlord may re-enter the premises immediately and remove the property and personnel of tenant, store the property in a public warehouse or at a place selected by landlord, at the expense of tenant.
2. After re-entry landlord may terminate the lease on giving _____ days' written notice of termination to tenant. Without such notice, re-entry will not terminate the lease. On termination landlord may recover from tenant all damages proximately resulting from the breach, including the cost of recovering the premises and the part of the balance of this lease over the reasonable rental value of the premises for the remainder of the lease term, which sum shall be immediately due landlord from tenant.
3. After re-entering, landlord may re-rent the premises or any part thereof for any term without terminating the lease, at such rent and on such terms as landlord may choose. Landlord may make alterations and repairs to the premises. The duties and liabilities of the parties if the premises are re-rented as provided herein shall be as follows:
 - a.) In addition to tenant's liability to landlord for breach of the lease, tenant shall be liable for all expenses of re-entering for the alterations and repairs made, and for the difference between the rent received by landlord under the new lease agreement

LEASE OF BUSINESS PREMISES

and the rent installments that are due for the same period under this lease.

b.) Landlord at landlord's option shall have the right to apply rent received from re-entering the premises (1) to reduce tenant's indebtedness to landlord under the lease, not including indebtedness for rent, (2) to expenses of re-entering and alterations and repairs made, (3) to rent due under this lease, or (4) to payment of future rent under this lease as it becomes due.

If the new tenant does not pay a rent installment promptly to landlord, and the rent installment has been credited in advance of payment to the indebtedness of tenant other than rent, or if rentals from the new tenant have been otherwise applied by landlord as provided for herein, and during any rent installment period, are less than the rent payable for the corresponding installment period under this lease, tenant shall pay landlord the deficiency, separately for each rent installment deficiency period, and before the end of that period. Landlord may at any time after such re-renting terminate the lease for the breach on which landlord based the re-entry and re-rented the premises.

- 4 After re-entry, landlord may procure the appointment of a receiver to take possession and collect rents and profits of the business of tenant, and, if necessary, to collect the rents and profits the receiver may carry on the business of tenant and take possession of the personal property used in the business of tenant, including inventory, trade fixtures, and furnishings and use them in the business without compensating tenant. Proceedings for appointment of a receiver and the conduct of the business of tenant by the receiver shall not terminate and forfeit this lease unless landlord has given written notice of termination to tenant as provided herein.

SECTION TWENTY - ATTORNEYS' FEES - If landlord files an action to enforce any agreement contained in this lease, or for breach of any covenant or condition, tenant shall pay landlord reasonable attorneys' fees for any litigation, all fees to be fixed by the court.

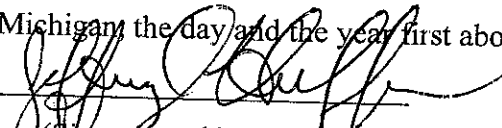
SECTION TWENTY-ONE - CONDEMNATION - Eminent domain proceedings resulting in the condemnation of a part of the premises leased herein, but leaving the


LEASE OF BUSINESS PREMISES

remaining premises usable by tenant for the purpose of business, will not terminate this lease unless landlord, at landlords option, terminates the lease by giving written notice of termination to tenant. The effect of any condemnation, where the option to terminate is not exercised, will be to terminate the lease as to the portion of the premises condemned, and the lease of the remainder of the demised premises shall remain intact. The rental for the remainder of the lease term shall be reduced by the amount that the usefulness of the premises has been reduced for the business purposes of tenant. Tenant hereby assigns and transfers to landlord any claim tenant may have to compensation for damages as a result of any condemnation. (Except for loss of business damage)

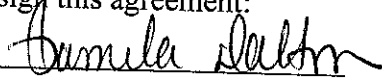
SECTION TWENTY-TWO - OPTION TO RENEW - Landlord grants to tenant any option to renew this lease for five years at a rental of Twenty thousand five hundred Dollars (\$ 20,500) per month, with all other terms and conditions of the renewal lease to be the same as those herein. To exercise this option to renew, tenant must give landlord written notice of intention to do so at least 90 days before this lease expires


In witness whereof, the parties have executed this lease in the Village of Dexter, State of Michigan, the day and the year first above written.


(Signature of landlord)


(Signature of tenant)

If required by state law, two witnesses for landlord and two witnesses for tenant should sign this agreement:


(Witness for landlord)


(Witness for tenant)

(Witness for landlord)

(Witness for tenant)

LEASE OF BUSINESS PREMISES

ADDENDUM TO LEASE

DATE

4/1/01

I. Tenant Improvements

Landlord hereby consents to allow tenant to make certain alterations and or improvements to the interior of the leased premises. Landlord reserves the right to review and approve or make changes to plans which are to be submitted to the landlord prior to any work. Tenant agrees to perform all work in accordance with applicable building codes and or zoning ordinances. The consent of the landlord shall not be unreasonably withheld. All improvements made by the tenant to said leased premises shall become part thereof and shall remain the property of the landlord.

Landlord shall reserve the right to request a deposit from the tenant to cover the cost of removing certain improvement and restoration to its original condition, if landlord determines improvements to be deleterious to future use of leased premises. Said deposit shall be jointly held in an escrow account and shall bear interest payable to the tenant.

II. Security Deposit.

Lessee shall, upon signing this lease, deposit with the landlord the sum of Thirteen Thousand Three Hundred Thirty Three Dollars (\$35,000.00) which shall be held by the landlord as security for the faithful performance by the lessee of all the terms, covenants and conditions of this lease.

III. Late Charges

If rental payments are not made by the lessee within 15 days of the due date, a late charge of 18% per annum will be charged for all such overdue amounts.

IV. Right of First Refusal

Tenant shall be granted right of First Refusal on any additional space in the building

LEASE OF BUSINESS PREMISES

as it may become available Upon notice of landlord, tenant shall have 7 days to respond.

V Signage

Tenant shall be given the right to use a pro rata share of the front yard sign (35% of total signage.) No other exterior sign shall be installed without the written consent of landlord.



Washtenaw County Building Department

705 North Zeeb Road, P.O. Box 8645, Ann Arbor, Michigan 48107-8645

Phone (734) 222-3900 Fax (734) 222-3930

Striving to be the Finest Building Department in the State of Michigan

www.eWashtenaw.org

BLD

PRJ2005-00042

ISSUE DATE:

1/11/05

Building Permit # BLD2005-00053

for Parcel Number: HD-08-07-125-031

located at 2375 BISHOP CIRCLE WEST

in Dexter Vil, Scio Twp

PROJECT NAME: INTERIOR REMODEL

PROJECT DESCRIPTION: EXPAND OFFICE AREA BY 40 X 70 AND SHOP AREA 53 X 118 3 BARRIER FREE BATHRMS ROUGH PLUMB FOR 4 TH BATH LUNCHRM AND OFFICES

Directions to site: DAN HOEY TO BISHOP CIRCLE RIGHT TO BISHOP CIRCLE WEST

Owner:

KCM PROPERTIES LLC
5277 JACKSON RD
ANN ARBOR, MI 48103
PH1 734-769-3166

Primary Applicant:

REF-BUILDING CONTRACTOR

Contractor:

VANSTON/O'BRIEN INC
5277 JACKSON ROAD
ANN ARBOR, MI 48103
License No : 734-769-3166
Expiration :
PH1 734-769-3166
FAX 734-769-1344

To perform the following work:

Type of building use: **Business**

Bedrooms / Baths / Half Baths: / /

Waste Disposal: **Municipal**

Water Supply: **Municipal**

Health Waiver: **No**

ESC Waiver: **No**

ESC Permit #

Type of construction: **Alteration - Structural**

Construction Type: **2B NonCombust Type 2 Protected**

Occupancy Group / Load - Grp 1 F-1 / 12

Occupancy Group / Load - Grp 2 /

Estimated Cost of Construction: **\$ 175,000.00**

Code Version: **2003**

437

Dwelling Units: **1** Number of stories:

Square Feet (First Floor): **9,303**

(Second Floor):

(Basement):

Attached Garage:

Decks:

Mech Fireplaces:

Masonry Fireplaces:

Type of Basement:

Type of Foundation:

Public Pool:

Food Service:

Hazardous Material:

Fees Paid as of 1/11/05

Type	By	Date	CK/CC No	Amount
Permit Fee	NS	1/11/2005		\$1,099.00
Plan Review Fee	NS	1/10/2005		\$60.00
Bldg GIS Fee	NS	1/11/2005		\$5.00
Certificate of Occupancy	NS	1/11/2005		\$50.00
Total Fees Paid:				\$1,214.00

Minimum Inspections Required Include:

_____ PAID FOR Sub Soil Inspection
_____ PAID FOR Rough Frame Inspectio
_____ PAID FOR Insulation Inspection
_____ PAID FOR Final Building Inspec
Additional Inspections are \$45 per inspection.

Please note that all permits expire six (6) months from the date of the last inspection.



Scott McKeenall

Issued By:

VILLAGE OF DEXTER – Community Development Office

8140 Main Street, Dexter, Michigan 48130-1092

Phone (734)426-8303 ext 15

Fax (734)426-5614

January 5, 2005

Deb Schmidt
Washtenaw County Building Department
705 North Zeeb Road
Ann Arbor, MI 48103


Dear Mrs. Schmidt,

The property located at 2375 Bishop Circle West, Tax ID HD-08-07-125-031, within the Village of Dexter is planning an interior remodel (see enclosed letter) of an existing building. The Village of Dexter has no formal requirements for this type of improvement; therefore please let this letter serve as notification of preliminary and final zoning compliance.

Please feel free to contact me if you have any questions.

Thank you.

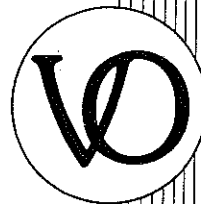
Sincerely,



Allison Bishop

Community Development Manager

CC: Don Dettling, DAFD



January 5, 2005

Ms. Allison Bishop
Village of Dexter
8140 Main St.
Dexter, MI 48130

Re: 2375 Bishop Circle West
Interior Improvements

Dear Ms. Bishop,

With reference to our recent request for a zoning compliance for proposed improvements at the above address, please consider the following additional information as requested.

As identified on the plans previously submitted we are proposing to construct interior improvements at portions of the existing building located at 2375 Bishop Circle West. The work shall consist of approximately 2800 sq. ft. of new office area and approximately 6400 sq. ft. of new warehouse area.

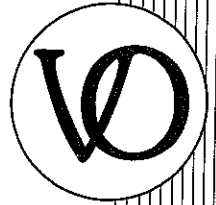
This new space shall be used as expansion an area for Ann Arbor Fabrication, currently occupying the south half of the building. In addition to this expanded use for steel fabrication, this space shall also be occupied for use by Vanston/O'Brien, Inc., a sister company of Ann Arbor Fabrication.

Vanston/O'Brien shall occupy portions of the new office and warehouse for use as a contractor's establishment (moderate hazard storage use).

The shared use of these newly improved areas is proposed in order for these two companies to consolidate and share common resources.

Please understand that the principle use of this new facility shall be for fabrication and storage of steel components and secondary use for offices and storage of contractor's equipment.

Please consider the above additional information determining compliance with current zoning regulations.



Please contact me if you require any further information in this matter.

Sincerely,

David Hughes /KH

David Hughes
Vanston/O'Brien Inc.

cc: Jeff Huffman, KCM Properties
Steve Fuller, KCM Properties

**VILLAGE OF DEXTER
P.A. 198 INDUSTRIAL FACILITIES EXEMPTION
TAX ABATEMENT FORM
REAL PROPERTY**

Company: Ann Arbor Fabrication, Inc.

SECTION 1. REAL PROPERTY INVESTMENT

A. Real Property

1 Land

If the land was purchased from the Village at a discount
What was the discount per acre? \$ _____

Subtract (1) point for each \$1,000 discount (per acre)
below established price per acre.

0
(Negative)

2 Building

If the building was purchased from the Village at a discount,
What was the discount? \$ _____

Subtract (1) point for each \$1000 discount below established price

0
(Negative)

3 Building and Site Improvements

Cost of land improvements: \$
Cost of building improvements: \$205,000
Total \$205,000

Add (1) point for each \$33,000 of the first \$1,000,000 in real property investment.

6
(Max 30)

Add (1) point for each \$57,000 of the remaining real property investment.

0
(Max 35)

Total Section 1 Points 6
(Max 65)

**VILLAGE OF DEXTER
P.A. 198 INDUSTRIAL FACILITIES EXEMPTION
TAX ABATEMENT FORM
REAL PROPERTY**

Company: Ann Arbor Fabrication, Inc.

SECTION 2. EMPLOYMENT

A. Jobs

1	Number of Jobs retained	<u>37</u>	X	0.5	=	<u>18.50</u> (Max 25)
2	Number of New Jobs	<u>2</u>	X	0.5	=	<u>1</u> (Max 25)
Total Section 2 Points						<u>19.50</u> (Max 25)

SECTION 3. AESTHETIC & PRACTICAL FEATURES

- A.** The Dexter Village Planning Commission will evaluate the approved final site plan for aesthetic and practical features and award points based on the scale below

Exemplary (2) points Well Designed (1) point Adequate (0) points

Building architecture & site compatibility	<u> </u>
Building exterior construction materials	<u> </u>
Landscaping & screening	<u> </u>
Exterior lighting & identification	<u> </u>
Traffic flow, safety & efficiency	<u> </u>

Total Section 3 Points 0
(Max 10)

**VILLAGE OF DEXTER
P.A. 198 INDUSTRIAL FACILITIES EXEMPTION
TAX ABATEMENT FORM
REAL PROPERTY**

Company: Ann Arbor Fabrication, Inc.

SECTION 3. COMMITMENT TO COMMUNITY

For businesses with existing operations in the Village OR Dexter school district the following BONUS points will be awarded:

How long has the company had ongoing operations in the Village or School District?

Village	<u>41</u>	Months
Dexter School District	<u> </u>	Months

A. Time in Community	Village	School District
For 6 to 36 months add:	2.50	1.20
For 37 to 96 months add:	5.00	2.40
For 97 to 144 months add:	7.50	3.60
For 145 or more months add:	10.00	5.00

Total Section 3 Points	<u>5</u>
	(Max 10)

SECTION 4. COST TO COMMUNITY

- A. 1 Added infrastructure costs directly necessitated by this development (including engineering):

0

If the cost to community is zero then skip this section.

If there are community costs use the following calculation to determine the number of points to subtract.

Total Project Cost: \$		
Total Community Cost	<u>\$0</u>	=

- a. 100 or greater, subtract ZERO points for each point decline below 100.
- b. 99 to 50, subtract 0.2 points for each point decline below 100.
- c. 49 to 30, subtract 0.42 points for each point decline below 100.
- d. 29 to 1, subtract 1.0 point for each point decline below 100.

Total Section 4 Points	<u>0</u>
	(Max -100)

Total Application Points	<u>30.7</u>
	(Max 110)

**VILLAGE OF DEXTER
P.A. 198 INDUSTRIAL FACILITIES EXEMPTION
TAX ABATEMENT FORM**

YEARS OF TAX ABATEMENT ELIGIBILITY

Points	Years
0 - 9	0
10 - 19	1
20 - 29	2
30 - 39	3
40 - 49	4
50 - 59	5
60 - 69	6
70 - 74	7
75 - 79	8
80 - 84	9
85 - 89	10
90 - 94	11
95 - 100 +	12

INDUSTRIAL FACILITIES EXEMPTION CERTIFICATE
Procedure and Follow-up

COMPANY NAME:				
Date	Completed	Task	Additional Follow-up	Comments
1-14-05	✓	Receive L-4380	NO	
1-11-05	✓	Review 4380 & Evaluation Form, determine length C4	NO	
2-14-05	✓	Introduce Project at Council Meeting & Set Hearing	yes	Send to Colleen
		Prepare Public Notice & Contact Colleen March 28, 2005		Public Hearing
		Create Agreement Resolution with Claw Back		
		Taxing Authority Letter or Waiver: Dexter Treasurer		
		Taxing Authority Letter or Waiver: Scio Assessor		
		Taxing Authority Letter or Waiver: Scio Treasurer		
		Taxing Authority Letter or Waiver: Bill Spargus DCS		
		Taxing Authority Letter or Waiver: Washtenaw C College		
		Taxing Authority Letter or Waiver: John Dietz, WIS		
		Taxing Authority Letter or Waiver: Bob Guenzel WC		
		Notice of Public Hearing: WDC		
		Notice of Public Hearing: Company		
		Copy Enabeling Legislation May 26, 1987 & Proof Pub		
		Council action on IFE agreement after public hearing		
		Prepare Affidavid of fees		
		Compile all documents		
		Confirm all signatures are on submittal		
1-14-05	✓	Send invoice for application fee \$400.00 CK# 1256		

Handwritten notes:
Send to Colleen @ Dexter
Public Hearing

\$205,758 Investment		\$102,879 Taxable Value	
			IFT 50%
Village	14.0216	\$1,443	\$721
Township	0.0968	\$10	\$5
Library	0.4517	\$46	\$23
DCS	8.5000	\$874	\$437
State Ed. Fund	5.0000	\$514	\$257
County	5.5819	\$574	\$287
ISD	3.0552	\$314	\$157
College	3.8343	\$394	\$197
	40.5415		
			<i>Total Savings</i>
			\$2,084.00

3 years \$6,252.00